

WHEREAS, the Board of Chosen Freeholders of the County of Burlington, (referred to as "Board") and CWA Local 1036 (referred to as "CWA") representing the Main Unit, Prosecutor's Clerical and Superintendent of Elections have agreed to "Collective Negotiation Agreements" for a time period effective January 1, 2011 through December 31, 2013; and

WHEREAS, the Board has agreed to apply the terms of the Collective Negotiation Agreements to non-represented employees for the period of January 1, 2011 through December 31, 2013 as more fully described below; now, therefore, be it

RESOLVED, that the attached Collective Negotiation Agreements by and between the Board and CWA are hereby approved effective January 1, 2011; and, be it

FURTHER RESOLVED, that the Freeholder Director and County Administrator / Board Clerk are hereby authorized to execute, attest, seal; ratify and deliver the Collective Negotiation Agreements on behalf of the Board, after review and approval of the Agreements as to form and content by the Burlington County Solicitor's Office in consultation with the County Administrator / Board Clerk; and, be it

FURTHER RESOLVED, that the Department of Human Resources/ Division of Payroll is authorized and directed to pay the attached salaries effective January 1, 2011, January 1, 2012, and January 1, 2013, respectively and retroactively, for employees covered under the attached labor agreements; and for non-represented employees, effective January 1, 2011 (by way of lump sum), January 1, 2012 (by way of lump sum) and January 1, 2013 (to base pay).

Board of Chosen Freeholders

OFFICE OF THE
BURLINGTON COUNTY FREEHOLDERS

Joseph B. Donnelly

Leah Arter

Aimee Belgard

Joseph Howarth

Joanne Schwartz

County of Burlington



P.O. BOX 6000
MOUNT HOLLY, New Jersey
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Paul Drayton, Jr.
County Administrator /
Board Clerk
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AGENDA, REGULAR MEETING, BOARD OF CHOSEN FREEHOLDERS, COUNTY OF BURLINGTON

Date: Mar 13, 2013 - 7:00 PM

Location: County Administration Building
Freeholder's Board Room
49 Rancocas Road
Mt. Holly, NJ 08060

Agenda: APPROVAL FOR THE EXECUTION OF THE AGREEMENT BETWEEN THE BOARD OF FREEHOLDERS AND CWA 1036 REPRESENTING THE MAIN UNIT, PROSECUTOR'S CLERICAL AND SUPERINTENDENT OF ELECTIONS FOR THE PERIOD OF JANUARY 1, 2011 THROUGH DECEMBER 31, 2013 AND ALSO APPLYING SOME TERMS OF AGREEMENT TO NON-REPRESENTED EMPLOYEES FOR THE DEPARTMENT OF HUMAN RESOURCES

Official Resolution#	2013-00074							
Meeting Date	03/13/2013							
Introduced Date	03/13/2013							
Adopted Date	03/13/2013							
Agenda Item	h-4							
CAF #								
Purchase Req. #								
Result	Adopted							
FREEHOLDER	PRES.	ABS.	MOVE	SEC.	AYE	NAY	ABST.	
Donnelly	✓		✓		✓			
Arter	✓				✓			
Belgard	✓				✓			
Howarth	✓			✓	✓			
Schwartz	✓				✓			

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, NJ AT THE MEETING REFERENCED THEREON

Paul Drayton

CLERK OF THE BOARD

2011 -- 2013

AGREEMENT

BETWEEN

Board of Chosen Freeholders of the
County of Burlington,

Burlington County Library Commission

and

Communications Workers of America, AFL-CIO

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ARTICLE I RECOGNITION:

The Employer recognizes the Communications Workers of America, AFL-CIO as the sole and exclusive bargaining agent for all full-time employees of the County of Burlington for the purposes of negotiating the terms and conditions of their employment. Managerial Executives and Confidential Employees, within the meaning of N.J.S.A. 34:13A-3 et seq. are excluded from this Agreement.

Titles represented by the Union shall include those listed on Exhibits A-D.

ARTICLE II GENERAL RULES OF COMPENSATION:

A. There shall be established minimum and maximum salaries for each title which shall be set forth in this Agreement as an addendum. This Agreement shall apply to only full-time employees who are employed as of the signing of this Agreement, or thereafter.

B. "Salary" shall refer to and mean an employee's base pay, exclusive of bonuses, and other financial benefits.

C. Copies of all resolutions creating and/or abolishing job positions or titles, which are covered under the terms of this Agreement, shall be sent to the Union following adoption by the Employer.

D. Promotion / Demotion

The promotional allowance for 35 hour/ week employees shall be \$1,750 or the minimum of the new range, whichever is greater. For 40 hour employees, \$2,000 or the minimum of the new range, whichever is greater. For 40 hour employees who are promoted to the head of a distinct unit and who have reached the top title in their respective title series (top title used by County in their dept.), the promotional allowance shall be \$2,400 or the minimum of the new range, whichever is greater. The latter allowance shall apply to Librarians who are assigned to supervise a Library branch. County management retains the sole discretion to establish and eliminate distinct units.

Employees who are demoted to a prior title shall be paid what they would have earned had they continuously served in the lower title.

The County Administrator or Director of Human Resources will make equity adjustments for employees promoted prior to this Contract making a salary less than a coworker promoted under the current Contract (based upon similar length of service, time in title or other factors). The County will notify the union prior to making the equity adjustments.

E. An employee who performs work in a higher paid title which is clearly outside of his/her Department of Personnel job description for more than five (5) consecutive days or after five (5) days in a calendar year shall be entitled to the adjustment in pay provided for in paragraph D of this Article. In no event shall the procedure of upgrading an employee's classification be used in lieu of promoting a duly qualified employee when available. In the event an employee shall work more

than five (5) consecutive days, payment shall be retroactive to the first day worked in the higher paid title. In the event of more than five (5) non-consecutive days, higher title pay shall begin on the sixth (6th) day.

ARTICLE III SALARIES:

A. For employees who are hired prior to the signing of this Agreement to be covered by this Agreement an employee shall have maintained continuous full-time employment up to and including the date of full execution by both parties with the exception of those employees who have retired from employment with Burlington County.

The County shall pay all employees' salaries by way of direct deposit each payday, and shall furnish employees with a pay stub for each pay period. All employees shall complete and periodically update, as necessary, direct deposit forms which shall be delivered to the Department of Human Resources/Payroll Unit.

1. Effective and retroactive to January 1, 2011, employees who have been on the payroll and who have maintained continuous full time employment since on or before September 30, 2010, shall receive an increase of 1.75% added to the employee's base pay.

2. Effective and retroactive to January 1, 2012, employees who have been on the payroll and who have maintained continuous full time employment since on or before September 30, 2011, shall receive an increase of 1.75% added to the employee's base pay.

3. Effective January 1, 2013, employees who have been on the payroll and who have maintained continuous full time employment since on or before September 30, 2012, shall receive an increase of 1.75% added to the employee's base pay.

4. All retroactive compensation for 2011 and 2012 will be issued in a check or checks separate from the employee's regular pay.

B. Adjustment of salary ranges

Effective January 1, 2011 and every year thereafter, maximum salary ranges shall be increased by the amount of the across the board percentages above. For the term of this Agreement from 2011-2013, the minimum salary ranges shall not be increased.

ARTICLE IV ADDITIONAL COMPENSATION:

A. Mileage: Employees shall be reimbursed the IRS rate for mileage during the course of this agreement.

B. Training: For employees in whom the County invests monies for training in excess of \$2,500 in a calendar year, said employees shall remain in County service for 12 months from the date

the training is complete or shall repay the County on a pro-rata basis for the costs of the training expended by the County as certified by the Treasurer's Office. This section shall not apply to training paid through State, federal and/or grant funding.

Travel/ training expenses: Once approved, departments shall arrange payments/ send vouchers directly to vendors.

The per diem rate for meals shall be \$38, will not be broken down by category (e.g., breakfast, lunch or dinner) and the requirement of submitting receipts will continue. Should the event not require all three meals, the individual meals will be reimbursed at \$20 dinner/\$10 lunch/\$8 breakfast.

The County shall issue all applicable reimbursements for meals, mileage, etc. through the Department of Human Resources/Payroll unit. The County will not deduct taxes from reimbursements unless required by the IRS to do so.

C. Certification:

Any full-time employee who is required to be certified or licensed in their present position shall be granted time off in order to take the necessary test if such test is scheduled during the normal workday. In the event that an employee is required to take any training to maintain or acquire a license or certification, the County will reimburse the employee for the full cost. Additionally, any fee required to maintain the required license or certification will be reimbursed. In the event an employee has had a certification fee reimbursed by the County, the employee will be obligated to remain in County employment for one year thereafter or reimburse the County for the full amount.

The County shall additionally provide a physical biannually beginning 2004 to those employees who possess a commercial driver's license and who are required to be certified as physically fit for their present position.

D. Tuition Reimbursement

1. General Policy: Permanent, full-time employees or full-time provisional employees with one year of service will be eligible for tuition reimbursement for courses which are job related provided prior approval is received from the Board of Freeholders after a written request to and recommendation by the Department Head to the Director of Human Resources. An employee seeking to take classes for the following year must declare his or her intention to take classes by September 30th of the current year, to include an estimate number of credits to be pursued.

If prior approval is granted, the employee must submit evidence that he has attained a grade equivalent to a "C" or better. In addition, the employee must agree to remain in County service for a period of six (6) months following completion of each three (3) credits reimbursed. Such period of County service is to be cumulative. If such employee does not remain in the County service for the appropriate length of time, the total amount of tuition paid will be reimbursed to the County by the employee or deducted from the employee's final pay. The amount of reimbursement shall be limited

to the equivalent cost of three (3) undergraduate credit hours at Rutgers, the State University per semester, up to nine (9) credits per year.

The County shall reimburse employees within 60 days of receiving the completed submission of all necessary documentation. The County shall allocate up to \$50,000 per year for tuition reimbursement for employees covered by this labor agreement.

For permanent, full time employees, the Board will continue its policy of reimbursing employees for tuition up to the cost of three undergraduate credits at the standard, in-State undergraduate rate at Rutgers, the State University. The maximum annual reimbursement shall be limited to the tuition cost of nine undergraduate credits. The parameters outlined above shall apply to the programs explained below unless specifically modified.

2. Special Program for courses taken at Burlington County College ("BCC"):

Permanent full time employees or full time employees with one year of full-time service shall be eligible for tuition and standard fees reimbursement at BCC for courses taken in pursuit of a specific degree (such as an Associate's degree). Standard fees shall include the General, Student Activity and Technology fees, but shall exclude all other fees or costs such as books, parking, etc. The total reimbursement for fees per course shall not, however, exceed 35% of the cost of course tuition. A laboratory fee for a science course may also be covered subject to approval by the Director of Human Resources.

For the first course taken at BCC, the employee shall remain in County service for a period of six (6) months after completion of the course. For all additional courses, the employee shall remain in County service for a period of three (3) months after completion of the course. The commitment required for each course taken shall be cumulative.

Employees shall be eligible for a maximum of eighteen (18) credits per year for courses taken at BCC in pursuit of a specific degree. The County will not, however, cover the cost of any non-credit, remedial courses.

For employees wishing to take courses at BCC other than in pursuit of a specific degree, the terms of the special program above shall continue to apply. However, employees shall be eligible for a maximum of nine credits per year.

For employees seeking to earn a Bachelor's in Arts or Bachelor's in Science degree through a cooperative undergraduate program between BCC and an accredited four year program, the County will permit tuition (only) reimbursement of up to six (6) credits per semester at the Rutgers University in-State undergraduate tuition rate up to a maximum of fifteen (15) credits per year. For employees seeking to earn a bachelor's degree through a program other than a BCC cooperative agreement, the County will permit tuition (only) reimbursement up to a maximum of nine (9) credits per year at the Rutgers rate stated above. Employees shall continue to work in County service for a period of three months per three credit course after the initial six month commitment for the first course.

For employees seeking to earn a bachelor's degree, the degree must be in a field of County government service in order to be approved for tuition reimbursement. All courses taken as electives to the bachelor's degree must be job related. "Job related" for undergraduate elective courses shall be loosely construed.

For any and all courses taken above, should an employee fail to meet the required commitment to remain in County service, the employee shall reimburse the County for all tuition (and fee) reimbursements paid by the County on behalf of said employee.

3. Graduate School:

For employees seeking to earn a graduate degree or pursuing job-related graduate courses, permanent full time employees or full-time employees with one year of service will be eligible for tuition reimbursement for courses which are job related provided prior approval is received from the Board of Freeholders after a written request to and recommendation by the Department Head to the Director of Human Resources. "Job related" for graduate school courses shall be strictly construed.

If prior approval is granted, the employee must submit evidence that he has attained a grade equivalent to a "B" or better. In addition, the employee must agree to remain in County service for a period of six (6) months following completion of each three (3) credits reimbursed. Such period of County service is to be cumulative. If such employee does not remain in the County service for the appropriate length of time, the total amount of tuition paid will be reimbursed to the County by the employee or deducted from the employee's final pay. The amount of (tuition only) reimbursement shall be limited to the equivalent cost of nine (9) credits per year at the Rutgers University Graduate School in-State tuition rate.

4. Technical or Trade School programs:

For employees wishing to enroll in a program at a technical or trade school in pursuit of a certification or other approved course of study, the County shall cover the cost of tuition at the BCC rate per credit for courses successfully completed up to a maximum of 18 credits per year. For the purposes of determining the value of a credit, fifteen hours of class time shall be equal to one credit. General, required fees may be reimbursed subject to the approval of the Director of Human Resources, but may not exceed 25% of the cost of tuition per course. Employees shall continue to work in County service for a period of three months per three credit course after the initial six month commitment for the first course.

5. Special Program for Nursing:

For recent graduates of approved nursing programs that have enabled the person to become employed with the County as a full-time Licensed Practical Nurse (LPN) or Registered Nurse (RN), the County shall institute a special tuition forgiveness program as explained below. In order to be eligible for forgiveness, the employee must maintain continuous employment for the six month period preceding payment as outlined below. Continuous employment shall mean the employee must have physically worked for the entire period. In order to be eligible for forgiveness, the employee must be actively employed on the date of payment.

Title:	Period of Work:	Reimb. Date	Reimb. Amount
RN	1/1 to 6/30	following September	\$650
LPN	1/1 to 6/30	following September	\$500
RN	7/1 to 12/31	following March	\$650
LPN	7/1 to 12/31	following March	\$500

Employees may be eligible for forgiveness up to a period of five years from the date of graduation. In order to obtain forgiveness, an employee must supply proof of the date of graduation (e.g., a graduation certificate) and proof of outstanding debt (e.g., current student loan statements). The forgiveness period shall end on the reimbursement date nearest the 5th year anniversary of the graduation or whenever the employee has satisfied his/her student loans, whichever is sooner. In no circumstances shall the County pay reimbursement for tuition when another reimbursement source (such as VA benefits) is available. Employees may earn a lifetime maximum of \$5,000 in forgiveness.

ARTICLE V SENIORITY/JOB POSTING:

A. Seniority is defined as an employee's total length of service with the Employer, commencing with his permanent date of appointment.

Where there is more than one (1) work shift per day, employees within a given classification will be given preference of shifts in accordance with their seniority, except in cases of emergency.

B. In the event of dispute concerning the seniority of two (2) or more employees hired on the same date, preference shall be given in alphabetical order of the employee's last name. If permanent employee status is not affected, seniority shall be computed from the hiring date.

C. The Employer shall maintain an accurate, up-to-date seniority roster with each employee's date of permanent employment, classification and pay rate. Such records shall be available to the Representative upon request.

D. Where openings in non-entry level positions occur, the openings will be posted on the bulletin boards, together with the basic job duties, shifts and wage rates of such jobs. Copies of all postings shall be forwarded to the Union.

Notices shall remain posted for six (6) working days before filling the jobs, during which time any employee or his/her shop steward desiring such job may present his/her bid in writing. If, in management's sole discretion, a job needs to be filled and the six (6) day posting requirement inhibits timely filling of the position, the posting requirement shall be waived. The employee representative will be notified of this decision.

ARTICLE VI WORK SCHEDULES:

"Working day" is defined as Monday through Friday, excluding holidays.

- A. All clerical employees shall work thirty-five (35) hours per week. All other employees shall work forty (40) hours per week. Clerical titles are listed in Exhibit B.
- B. Notwithstanding the work schedules listed below, provisions may be made for flexible schedules for employees in various Departments of the County, subject to the approval of the Department Head and affected employees. Management shall notify the union of any new work schedules prior to implementing the same.
- C. Offices and facilities shall be open to the public as determined by the County. Employees may be scheduled as follows:
 1. Clerical Employees: 8:00 AM to 3:30 PM with a $\frac{1}{2}$ hour lunch; 8:00 AM to 4:00 PM, 8:30 AM to 4:30 PM or 9:00 AM to 5:00 PM with a one hour lunch, in accordance with Departmental policy.
 2. Non-shift Forty (40) Hour Employees: 8:00 AM to 5:00 PM with one (1) hour lunch or 8:00 AM to 4:30 PM with a one half ($\frac{1}{2}$) hour lunch in accordance with Departmental policy.
 3. See department-specific articles for additional work schedules that may apply.
 4. Notwithstanding the schedules listed above in this paragraph, nothing set forth herein is intended to alter or change departmental/agency schedules which exist at the execution of this agreement.
- D. Breaks: All employees shall receive two ten (10) minute breaks, one in the morning and one in the afternoon.
- E. For the efficiency of service or the good of the public, the County may change the work schedules or work location of employees. Prior to the changing of any work schedule the Department Head must first solicit volunteers. Should the needs of the County/Department not be met after the solicitation of volunteers, the County with notice of not less than (10) working days, shall assign such employees based on inverse seniority. The conditions as set forth above shall be subject to the grievance procedures. Weekly work hours shall not be increased or decreased without the prior consent of the employee representative, except in cases of emergency. In cases of emergency, employees may not receive 10 days notice of a change in work locations.
- F. Where the nature of the work involved requires continuous operations on a twenty-four (24) hour per day, seven (7) days per week basis, employees so assigned shall have their schedules arranged on a rotational basis which will insure that they have an equal number of weekends off, distributed evenly throughout the year, except as otherwise provided in other articles of this agreement.

ARTICLE VII OVERTIME:

A. General Rules:

1. Overtime refers to any time worked beyond the normal workweek and is to be earned only when an employee is ordered to work by the Department Head. Such orders shall be given only when unusual circumstances arise. If an employee works overtime, he or she shall be entitled to elect compensatory time off or pay equal to one and one half (1 ½) times the number of overtime hours worked so long as it is consistent with the Fair Labor Standards Act.

2. Supervisory personnel shall be eligible for overtime only in emergency situations at the request of the Department Head, and for scheduled overtime at the request of the Department Head and not for routine or other administrative functions.

3. No overtime shall be authorized or approved unless the individual making the application has in fact worked his/her designated position beyond their normal workweek of either thirty-five (35) or forty (40) hours. Sick Leave shall not be considered "time worked" except in a time of emergency or snow removal. Personal leave, Holiday and Vacation time shall be considered "time worked" if properly scheduled and approved. Compensatory time shall be considered time worked for the purposes of calculating overtime unless said overtime was worked on a day in which compensatory time was used.

4. If Compensatory time cannot be scheduled by the Department Head by December 31 of the calendar year or thirty (30) days after the date on which the overtime was worked, whichever is later, the employee shall be compensated at the overtime rate for such time. Compensatory time shall not accumulate from year to year.

5. If an employee elects to be compensated with overtime pay in lieu of compensatory time off, he shall immediately notify the Department Head, following the period in which overtime hours are worked.

6. Where the nature of the work requires the availability of personnel at times other than standard working hours, a call roster shall be established by the Employer (Department Head). Such roster will be prepared based on seniority within the appropriate section of each Department. The roster shall be available at all times for review by the employee, Union or local representative. In the event that an employee shall decline to work overtime when afforded the opportunity, such employee's name shall be placed at the end of the seniority roster for purposes of future overtime. Said employee shall have only one right of refusal. When an employee is called for a job assignment only the time actually worked on the assignment need be counted as hours worked.

B. Call-In: Any employee called in to work shall receive a minimum of two (2) hours pay at straight time or one and one half (1 ½) times pay for actual time worked, whichever is greater.

C. Stand-by/Beeper/Cell Phone

1. If employees are designated to be on stand-by status, they will be required to leave a telephone number where they can be reached at all times during the period of stand-by. In consideration of stand-by status, employees shall be compensated with two (2) hours straight time pay or time off for every eight (8) hours of stand-by status. Volunteers for stand-by shall be solicited. Employees shall be eligible for stand-by status on a rotational basis in the order of seniority. In the event of insufficient volunteers, stand-by shall be mandated on the basis of inverse seniority.

2. In the event an employee other than a supervisor is required to carry a beeper or cell phone, compensation at the rate of one (1) hour pay or time off shall be granted for every eight (8) hours on beeper or cell phone call except that the maximum amount of the aggregate of cash and/or the cash value of compensatory time earned in a calendar year under this provision shall not exceed \$4,500 annually for 2007 to 2009 and \$5,000 for 2010. Employees who are eligible for compensation under this provision shall be obligated to carry beepers or cell phones and respond to beeper or cell phone pages for the entire calendar year.

Employees who are required to carry cell phones during working hours [without additional compensation] must sign a Verification of Receipt form.

Supervisors may be required to carry a beeper without any compensation.

D. Emergency/Snow Removal

1. Employees who are required to work by reason of an emergency as declared by the Director of the Board of Chosen Freeholders or designee or as required for snow removal shall be paid at the rate of one and one half (1 ½) times for all hours worked beyond forty (40) for the normal workweek. During such period no employee shall work more than sixteen (16) consecutive hours. When such employee has worked sixteen (16) consecutive hours, he shall be given eight (8) hours off. If any of those eight (8) hours fall within the employee's normal work schedule, he shall be paid for such time off up to a maximum of four (4) hours pay. The employee may use accumulated compensatory time to supplement time off with pay up to a total of eight (8) hours. During such emergencies no employee shall refuse to work overtime unless he has been granted a pre-approved vacation, sick or personal day. All employees failing to work during this emergency by reason of sickness shall be required to produce a doctor's certificate. Employee affidavits may be accepted at the supervisor's discretion.

2. Upon submission of a doctor's note stating working long periods of time would aggravate an existing condition, employees with ongoing physical limitations shall be exempted from emergency overtime requirements.

E. Meal Allowance

Employees who fulfill the requirements of paragraph D above and have worked two (2) hours beyond the normal work day shall receive the following cash allowance for meals provided the employee signs a form of receipt for such payment.

Meal allowances shall be paid within thirty (30) days from the storm/event end. The County shall not deduct taxes from this allowance unless required by the IRS to do so.

Breakfast	\$5.00	Dinner	\$10.00
Lunch	\$7.50	Midnight Snack	\$5.00

Breakfast: the two hour period prior to the start of the normal workday (applies seven days/week)

Dinner: the two hour period after the end of the normal workday (applies seven days/week)

Midnight snack: for work performed on any day of the week from 12:00 AM to 2:00 AM (applies seven days/week)

Lunch: on Saturdays, Sundays and holidays: the two hour period in the middle of the ordinary workday when lunch is customarily taken. (applies 2 days/week plus holidays)

In the event that someone works a double shift for whatever reason, they will be entitled to the same amount of time for meal and coffee breaks as on their regularly scheduled shifts.

F. Failure to Respond: Any employee who refuses to work overtime (1) beyond the first right of refusal, (2) during a declared emergency or (3) during snow removal procedures shall be disciplined for Neglect of Duty with such refusal noted in the employee's personnel file.

All employees deemed essential shall furnish their department with a telephone number where they can be reached. This shall be deemed a continuing responsibility on the part of the employee. Unless an employee has been excused from responding after hours due to a prescheduled vacation, approved sick leave or a bona-fide emergency, an employee who fails to answer a phone call to the designated telephone number or to call back within one hour shall be deemed as having failed to respond, unless a justification is supplied and accepted.

ARTICLE VIII HOLIDAYS:

The following paid holidays will be observed:

1. January 1, known as New Year's Day.
2. Third Monday in January known as Martin Luther King's Birthday.
3. February 12, known as Lincoln's Birthday.
4. President's Day
5. Good Friday.
6. Last Monday in May, known as Memorial Day.
7. July 4, known as Independence Day.
8. First Monday in September, known as Labor Day.
9. Second Monday in October, known as Columbus Day.
10. General Election Day.
11. November 11, known as Veterans Day.
12. Fourth Thursday in November, known as Thanksgiving Day.
13. Friday after Thanksgiving Day.

14. December 25, known as Christmas Day.

A. For employees who work a standard County business workweek (Monday through Friday) holidays which fall on Saturday shall be observed on the prior Friday, and those which fall on Sunday shall be observed on the following Monday. An employee must be in pay status the entire day before and the entire day after a holiday in order to be paid for the holiday. This language shall not effectuate any change to employees whose regular workweek includes Saturdays or Sundays. For employees in the Clerk's Office, if a holiday falls on a Saturday, the Mall office shall observe the holiday on Saturday instead of the preceding Friday.

B. During the calendar year, employees who have previously taken a sick day before or after a holiday or the day of the holiday shall be required to provide a doctor's note for any further such absences of two hours or more for the remainder of the calendar year. Should the employee fail to provide the required doctor's note he shall not receive holiday pay or earn said holiday. This provision shall not be abused.

C. For departments which operate more than five (5) days per week, holidays need not be given to employees on the specific day on which the holiday falls. One (1) day off in lieu of the holiday will be scheduled for an employee within the calendar year or thirty (30) days after the recognized holiday, whichever is later. If the day off cannot be scheduled for an employee within the calendar year or thirty (30) days after the recognized holiday, whichever is later, the employee shall be compensated at the straight time rate for the number of hours allocated to that day off. This paragraph shall apply to employees of the Library.

D. Holiday Pay

1. Employees at Public Safety Services, the Juvenile Detention Center, and any other mutually agreed upon employees who are scheduled to work a holiday, shall be scheduled another day off in its place unless said Holiday is Thanksgiving or Christmas Day, in which case the employee shall receive one half (1/2) day compensatory time in addition to another scheduled day off.

2. If an employee is not scheduled to work on a holiday, but is required to do so, such employee shall be compensated at the rate of one and one half (1 1/2) times the employee's rate, in addition to which such employee shall receive straight time for the holiday.

ARTICLE IX ANNUAL VACATION:

Full-time employees in the County service shall be entitled to the following annual vacation with pay subject to scheduling approval by the Department Head. All vacation time shall be credited in hours.

A. New employees shall receive one (1) working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month. Employees who begin work on the 9th through the 23rd day of the month shall receive one half (1/2) working day for the month.

Employees who begin work after the 23rd day of the month shall not receive any paid vacation for that month. All such time shall be credited on the first day of the following month.

B. After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) working day credited the first day of the next month for each month of service. Thereafter, employees shall receive paid vacation days as follows:

	<u>40 Hr.</u>	<u>35 Hr.</u>
1 year and up to 5 years	96 hrs.	84 hrs.
after 5 and up to 12 years	120 hrs.	105 hrs.
after 12 and up to 20 years	160 hrs.	140 hrs.
after 20 years and over	200 hrs.	175 hrs.

Years worked as a provisional full-time employee prior to January 1, 1989 shall not be included within the computation of years of service as set forth in this paragraph. Time worked in permanent, part-time service, however, shall count toward years of service for vacation calculations.

C. Additional days based upon years of service are credited on January 1 in the calendar year of the employee's anniversary.

D. When in any calendar year the vacation, or part thereof is not granted by reason of necessity of work, that part of the vacation period not granted shall accumulate to the next succeeding calendar year only.

E. All vacation leave is to be taken only as credited. Although each employee is credited with his/her vacation time at the beginning of the calendar year, vacation time is earned on a pro-rated basis. The amount of time earned shall be pro-rated to calculate time owed to the County should an employee leave the County service for any reason. When the employee leaves the County service and at the end of each calendar year, deductions will be made from an employee's pay if more vacation has been taken than has been earned. Notwithstanding the conditions as stated above, deductions for overdrawn vacation leave shall occur upon an employee's return to work from a leave of absence in accordance with existing County policy.

F. Any employee who is laid off, due to a reduction in force, discharge, retired or separated from the service of the Employer for any reason prior to taking his vacation, shall be compensated in money for any earned unused vacation time.

ARTICLE X PERSONAL LEAVE:

A. Each employee shall be eligible for three (3) personal leave days with pay for personal business with no accumulation of such leave from year to year. All personal leave time shall be credited in hours. A 40 hour employee shall be credited with 24 hours while a 35 hour employee shall be credited with 21 hours. New employees in the County service shall be accorded one (1) personal leave day for each four (4) months of service in the first calendar year of employment.

B. An employee shall give no less than twenty-four (24) hours advance notice of his intent to take a personal leave day. Such intent shall not be denied unless that leave would substantially interfere with the proper functioning of the Department.

C. Personal days may be used in cases of an emergency with less than 24 hours notification; however, such denial shall not be grievable. "Emergency" is defined as an event which could not be anticipated and over which an employee has no control.

D. In the event of retirement or termination, deductions will be made from the final pay of the employee for used but unearned personal leave time.

E. Deductions for overdrawn personal leave shall occur upon an employee's return to work from a leave of absence in accordance with existing County policy.

The County shall deduct 2 hours (for 40 hour employees) and 1.75 hours (for 35 hour employees) per month should an employee not be in a pay status for any of the monthly periods (1st – 8th, 9th – 23rd and 24th to end of month). 2 hours/ 1.75 hours shall be both the minimum and maximum amount deducted, per month, for an employee who is not in a pay status for all or a portion of the month. One personal day, divided over four (4) months, shall equate to 2 hours/ 1.75 hours per month for the purposes of making adjustments to leave time accounts for employees who are on unpaid leaves of absence, suspended without pay, have W time, etc.

ARTICLE XI SICK LEAVE:

Full-time employees in the County service shall be entitled to sick leave with pay in accordance with the following schedule. All sick time shall be credited in hours.

A. New employees shall receive one (1) working day (8 hours for a 40 hour employee or 7 hours for a 35 hour employee) for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month. Employees who begin work on the 9th through the 23rd day of the month shall receive one half ($\frac{1}{2}$) working day (4 hours or 3.5 hours) for that month. Employees who begin work after the 23rd day of the month shall not receive any paid sick leave for that month. All such time shall be credited on the first day of the following month.

B. After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) working day (8 hours or 7 hours) credited the first day of the next month for each month of service. Thereafter, employees shall receive fifteen (15) sick days for each year of service. 40 hour employees shall receive 120 hours of sick time, while 35 hour employees shall receive 105 hours.

C. Sick leave may be taken as credited. Although each employee is credited with fifteen (15) sick days after the first calendar year, sick time is earned at one and one-quarter (1-1/4) days per month for purposes of computing time owed to the County in the event an employee should leave prior to the completion of that calendar year and, having used all credited sick time. When the employee leaves the County service and at the end of each calendar year, deductions will be made from an employee's pay if more sick leave has been taken than has been earned. Notwithstanding the

conditions as stated above, deductions for overdrawn sick leave shall occur upon an employee's return to work from a leave of absence in accordance with existing County policy.

D. An employee who exhausts all accumulated paid sick days in any one (1) year shall not be credited with additional paid sick leave days until the beginning of the next calendar year.

E. Paid sick days shall not accrue during a leave of absence without pay.

F. Sick leave is defined to mean absence of an employee from duty because of personal illness by reason of which the employee is unable to perform the usual duties of his position, or exposure to contagious disease. Sick leave may also be requested for the following reasons:

1. Prescheduled sick time may be taken in half hour blocks upon approval of the employee's department head, and shall not be used as an excuse for lateness. Employees shall notify the employer about scheduled doctors' appointments and shall be permitted to use sick time for such appointments (to include reasonable travel time to and from).

2. Up to ten (10) working days of emergency attendance upon a member of his immediate family with a serious health condition and requiring the presence of such employee.

a. Immediate family means an employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relative residing in the employee's household, domestic partner and civil union partner (as defined under NJ State Domestic Partnership and Civil Union laws) and a child of such for whom the employee has legal guardianship and physical custody. For good cause the definition of immediate family may be expanded upon by the approval of the Department Head or designee.

b. Serious health condition is an illness, injury, impairment, or physical or mental condition that involves:

i. Any period of incapacity or treatment in connection with or resulting from inpatient care in a hospital, hospice, or residential medical care facility;

ii. Any period of incapacity requiring absence from work, school, or other regular daily activities, for more than three calendar days, that also involves continuing treatment by a health care provider; or

iii. Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or for prenatal care.

Employee must produce proof of illness upon first day of return to work.

G. If an employee is absent for five (5) consecutive working days for any of the reasons set forth in the above rule, the appointing authority shall require acceptable medical evidence on the

form prescribed, which shall include a statement that the employee has been cleared to return to work, full duty (or light duty as permitted by departmental policy).

For all doctor's notes: faxed copies of notes will be accepted on the day the employee returns to work with a hard copy to follow within three (3) business days.

H. If it is reasonably suspected that the employee is abusing the sick leave privilege, the Department Head may require the employee seeking leave to submit proof of illness. If the sick leave is not approved, the employee will suffer loss of pay for such time.

I. An employee who does not expect to report for work because of personal illness for any of the reasons included in the definition of sick leave as set forth above shall notify his immediate supervisor, by telephone or personal message, prior to the normal starting time, or he shall suffer loss of pay. Employees who work in 24-hour facilities must call out a minimum of 2 hours before their scheduled starting time.

J. Sick days may accumulate.

K. Employees who have exhausted their sick leave benefit and who wish to substitute vacation, personal leave or any other compensable time shall make such request to the Department Head who may approve such request based upon the merit of the request.

L. An employee shall not be reimbursed for accumulated sick leave when leaving the County service except for retirement, as provided for in Article XVII.

ARTICLE XII BEREAVEMENT:

Credited sick leave, for up to five (5) working days may be requested for a death in the immediate family as defined under the Article entitled "Sick Leave." Upon request and approval of the Department Head, the definition of "immediate family" may be expanded. If sick leave is exhausted, Holiday, Compensatory, Personal and Vacation time (in that order) may be used for bereavement leave.

ARTICLE XIII FAMILY & MEDICAL LEAVE:

A. Family Leave as set forth in 29 U.S.C., Section 2601 et seq., N.J.S.A. 34:11B-1 et seq. and N.J.A.C. 4A:6-1.21 or any amendments thereto shall be available to all employees covered under this Agreement pursuant to the terms of that Act and/or regulations.

An employee seeking a leave of absence shall file a request for such by submitting a County "Leave Request Form" to his/ her department head or the department head's designee. The "Certification of Healthcare Provider" form shall be filed directly with the Department of Human Resources.

Employees must use all earned sick time during an approved FMLA/NJFLA absence. Should an employee's earned sick time not be sufficient to reach the commencement of State Disability, the employee shall be permitted to use up to five (5) additional days of credited sick time. The County shall continue its current practice of allowing employees to elect to use earned vacation or personal time as substitute for any unpaid period of leave.

B. An employee may use all categories of accrued leave time (for example, sick, vacation, personal) for pregnancy-disability purposes but shall not be required to exhaust all categories of accrued leave before taking a leave without pay. However, the employee must exhaust all accrued sick leave to be eligible for New Jersey Temporary Disability Plan.

C. The amount of sick leave, vacation and personal leave credit shall be reduced if an employee is on an approved leave of absence without pay, suspended without pay for a greater length than five (5) total days within any calendar year or if they are absent without pay or approval and/or terminated.

ARTICLE XIV SPECIAL LEAVE OF ABSENCE:

A permanent full-time employee holding a position in the classified service who is temporarily either mentally or physically incapacitated to perform his duties or who desires to engage in a course of study that will increase his usefulness on his return to the service, or who for any reason considered good by the appointing authority and the Board desires to secure leave from his regular duties may, with the approval of the appointing authority and the Board be granted special leave of absence without pay for a period not exceeding six (6) months. Any employee requesting special leave without pay shall submit his request in writing stating the reason why in his opinion the request should be granted, the date when he desires the leave to begin, and the probable date of his return to duty.

The amount of sick leave, vacation and personal leave credit shall be reduced if an employee is on an approved leave of absence without pay, suspended without pay for a greater length than five (5) total days within any calendar year or if they are absent without pay or approval and/or terminated.

Deductions for overdrawn personal, sick or vacation leave shall occur upon an employee's return to work from a leave of absence in accordance with existing County policy.

ARTICLE XV MILITARY LEAVE:

The existing statutes with regard to leave for military service in their present state or as they may be amended will be observed by the parties hereto. The benefits under these applicable statutes shall be provided for any eligible employee in this bargaining unit.

ARTICLE XVI BENEFITS:

A. Health Benefits: Family Hospital, Surgical and Major Medical or other medical benefits shall be available for all full-time employees on the first of the month after three (3) months of service pursuant to the following provisions:

1. Health Insurance Plan Offerings. Eligible employees shall be given the option of coverage for themselves and their dependents through one of the four contributory, comprehensive County-funded medical, optical and prescription plans which are described below. The specific copays, deductibles, coinsurances, limits, and other terms of each plan shall not be altered except through agreement of the parties. The four plans to be offered are as follows:

A: Plan 1: The County shall continue to offer the health insurance plan which is known as Plan 1 ("Current Plan"). The specific copays, deductibles, coinsurances, limits, and other terms of the Current Plan shall not be altered except through agreement of the parties. Under the Current Plan, doctor's visits to a specialist or to a primary care doctor, or to any other doctor or such provider in the network shall have a copay charge of \$20. Additionally, visits to the emergency room will have the following co-pay: \$50.00. The annual deductible for using out-of-network providers shall be \$400 for single coverage and \$600 for family coverage with a 20% co-insurance contribution.

B: Plan 2, which shall be known as the "Modified Version" or "PPO2" shall be modeled after the Current Plan (Plan 1) but shall have the following co-payments and co-insurance requirements: for primary care physician visits, \$20; for specialist visits, \$35; for Emergency Room (ER) visits, \$100 (which shall not be waived upon admission); for use of Out-of-Network (OON) facilities and service providers, a fifty percent (50%) co-insurance contribution; additionally, pursuant to the federal Affordable Care Act (ACA), wellness exams and preventative care as determined by the United States Secretary of Health shall be furnished at no charge to the employee and his/her eligible dependents within the PPO network.

C: Plan 3, which shall be known as the "High Deductible Health Plan" ("HDHP"), shall be modeled after the Current Plan but shall have a \$1,500 single/ \$3,000 multi-party deductible which shall be paid by the employee before the plan begins to cover eligible expenses, along with the following co-payments and co-insurance: for primary care physician visits, \$20; for specialist visits, \$35; for Emergency Room (ER) visits, \$100 (which shall not be waived upon admission); for use of Out-of-Network (OON) facilities and service providers, a twenty percent (20%) co-insurance contribution; additionally, pursuant to the federal Affordable Care Act (ACA), wellness exams and preventative care as determined by the United States Secretary of Health shall be furnished at no charge to the employee and his/her eligible dependents within the PPO network.

Further, the County will contribute the following sums toward a Health Savings Account (HSA) to partially offset the cost of the deductible: on or after January 15 --

\$250 single/ \$500 multi-party; May 15 -- \$250 single/ \$500 multi-party; and if the employee and his/her eligible dependents participate in wellness screenings and preventative care in accordance with guidelines established by the U.S. Secretary of Health and/or the third party administrator, on September 15, an additional \$250 single/ \$500 multi-party. In order to participate in the HDHP/HSA, an employee must not be enrolled in (or a dependent on) any other healthcare plan.

D: Plan 4, which shall be known as the "Premiere Choice Plan," shall be modeled after the Current Plan but shall offer a three (3) tiered network for hospital facilities along with the following co-payments and co-insurance requirements: for primary care physician visits, \$20; for specialist visits, \$35; for Emergency Room (ER) visits, \$100 (which shall not be waived upon admission).

Within Tier 1, there shall be no deductible or coinsurance. Within Tier 2, there shall be a deductible of \$500 single/ \$1,250 multiparty plus a fifty percent (50%) co-insurance for use of Tier 2 providers. Within Tier 3, which shall apply to out-of-network facilities and providers, there shall be a \$2,000 single/ \$4,500 multiparty deductible (which shall be inclusive of any Tier 2 deductible), plus a fifty percent (50%) coinsurance. Notwithstanding the tiers outlined above, employees and/or their eligible dependents can visit any hospital without penalty for bona-fide Emergency Room treatment; additionally, pursuant to the federal Affordable Care Act (ACA), wellness exams and preventative care as determined by the United States Secretary of Health shall be furnished at no charge to the employee and his/her eligible dependents within the PPO network.

All four plans offered shall have the same network unless a change in network occurs due to a change of third party administrators after a public bidding process. Each of the four plans shall be offered to eligible employees through the duration of the contract term and shall continue to be offered without alteration, unless agreed otherwise, during the time that a successor contract is being negotiated between the parties. Employees shall select a health care plan during the Winter Open Enrollment period and must participate in the chosen plan for the entire calendar (plan) year. The County will continue to use its best efforts to offer a broad, nationwide provider network for Plans 1, 2 and 3, and Tiers 1 and 2 of Plan 4, unless the parties negotiate newer plans with limited or exclusive provider networks.

The County shall make copies of Summary Plan Descriptions ("SPDs") for each of the four plans available to all employees through the BurlCo Portal (County Intranet), and to the union during open enrollment periods, and shall forward any changes in the SPDs to the union at the time such are made. The SPDs with regard to specific copays, deductibles, coinsurances, limits, and other terms of each plan shall not be altered except through agreement of the parties.

A copy of the Current Plan shall be provided to each employee. In the case of a husband and wife working for the County, the employee with the earliest hire date shall be listed for coverage and the other spouse will not have separate coverage. If, for any reason, the subscriber has his/her coverage terminated, the spouse shall be added immediately. The children dependents of the

employee shall be covered until the end of the month in which they reach the age of 19, or if the dependent (as evidenced by being claimed on the employee's Federal income tax), is in school as a full-time student, until the end of the month in which they reach the age 23. Employees must submit a copy of their Federal 1040 tax form and information from the school that demonstrates that the child is still a dependent and still in school. Pursuant to the Affordable Care Act, children dependents who are not eligible for health benefits through an employer may remain covered until the end of the month in which they reach the age of 26. Employees shall certify that no employer or other coverage is available to the adult dependent.

2. Prescription Program. All prescription medications must be processed through a pharmaceutical clinical case management program through the third-party administrator (TPA) or pharmaceutical benefits manager (PBM). As a pre-condition to using the prescription benefits plan, all employees must sign a HIPAA compliant release enabling the health benefits third-party administrator to share protected health information (PHI) with the prescription benefits TPA or PBM. Prescriptions shall have the following retail copays:

<u>Prescription</u> <u>Generic</u>	<u>Brand</u> <u>Preferred</u>	<u>Brand</u> <u>Non-Pref.</u>
\$0.00	\$30.00	\$45.00

After the first 90 days a prescription has been filled, all maintenance medications (with the exception of insulin for diabetics) must be filled via Mail Order (examples of maintenance medications include high blood pressure, cholesterol, kidney and heart medications, etc.). Mail Order medications for a 90 day supply shall cost one-and-a-half times (1.5x) the applicable retail co-pay indicated above.

3. During the term of this Agreement, there shall be no change in the Health Benefits set forth in paragraph A paid for by the Employer on behalf of the employees as shown above. However, this shall not prevent the Employer from substituting new and equivalent or more beneficial plans for the ones set forth herein. However, whenever the Employer determines that it may be in its interest to change the health care provider or administrator, the County shall give the union at least 30 days advance notice, along with a copy of the proposed contract. In the event that a change in the health care provider or administrator results in a change in panel providers (network), all employees will be given advance notice of the change and will be notified of where they can obtain a copy of the list of new health care providers.

4. The County will extend to a maximum of ninety (90) days the health insurance coverage of eligible employees and their covered dependents upon exhaustion of such employee's accumulated sick leave and who are granted approved sick leave without pay, with the County paying the cost in accordance with Paragraph A above.

In those instances where the leave of absence (or an extension of such leave) without pay is for a period of more than ninety (90) days, the employee's coverage shall be terminated effective the first of the month following the ninetieth day. Said employee shall then be eligible for coverage under the COBRA regulations. Upon returning to work, coverage will be reinstated

effective the first of the month following the date of return, provided completed enrollment forms are returned to the Benefits Office within the required timeframe.

5. The County shall furnish an annual stipend for opting out of the County's health benefits plan (medical and Rx – so long as employee furnishes proof of other coverage) in the amount of \$750 payable in November of each year of the contract. An employee who experiences a catastrophic life event wherein other, available coverage is lost shall be automatically reenrolled in the County's plan.

6. When an employee is in a suspension or W status for more than 10 days in a month, his/her benefits will expire at the end of that month. Benefits shall be restored the first of the month after the employee has resumed working an average of 30 hours per week over the course of a month (provided that completed enrollment forms are returned to the Benefits Office within the required time frame).

B. Dental:

1. The Employer shall pay for and provide an 80/20 family dental plan for preventive, diagnostic and basic benefits.

Employees shall contribute the following amounts each pay period (to be deducted from bi-weekly paychecks twice per month):

\$8.00 (single)
\$10.00 (two or more persons)

To off-set the cost of the dental contributions, employees may sign up under IRS Sec. 125 to have the dental contributions funded with pre-tax dollars.

Employees who provide proof of dental coverage elsewhere (for self and any dependents) may elect a non-stipend opt-out for dental coverage. Similarly, for couples employed by the County, one spouse may opt-out of dental coverage so long as s/he becomes a dependent on the remaining spouse's policy (earlier date of hire remains subscriber). Should an employee not need coverage, s/he must submit medical verification from the appropriate health care provider that the employee has no use for the dental benefits. Coverage will terminate for the employee on the end of the month that s/h supplies proof (payroll deductions will cease the following month). If an employee with one dependent supplies proof that such person does not need coverage, the County will change coverage to single as suitable.

2. The family program of dental care shall include orthodontics for children only and prosthodontics. Employee's eligibility shall be determined in accordance with Paragraph A. (Health Benefits)

a. The maximum payable by the carrier for services other than orthodontic benefits shall be two thousand dollars (\$2,000) per eligible patient in any calendar year.

b. Orthodontic benefits for new cases are subject to a two thousand dollar (\$2,000) maximum per lifetime, which is separate from the maximum mentioned above.

C. Eye Med Vision Care: Employees shall be offered participation in the Eye Med Vision Care plan.

D. Life Insurance

At the beginning of each enrollment period, permanent employees shall have the option to enroll in a contributory life insurance plan under which the Employer shall provide a five thousand dollar (\$5,000) life policy, premiums for the first one thousand dollars (\$1,000) of which shall be paid by the Employer. Premiums for the remaining four thousand dollars (\$4,000) coverage shall be paid by the employee through the payroll deduction plan.

E. Disability Plan

All employees in the bargaining unit will be covered by the New Jersey State Temporary Disability Plan. A copy of the plan is to be provided to each employee. It is understood that this Plan or a plan with equivalent benefits requires the employee to make a contribution of at least fifty percent (50%) of the cost.

F. IRS plans

The County will continue to provide the opportunity for employees to set aside a portion of their pre-tax salary into an IRS Section 125 account to be utilized for unreimbursed medical and dependent care expenses.

G. Employee Assistance Program (EAP)

The County shall guarantee a traditional EAP (at no cost or co-pay) for employees for a minimum of two years which shall be renewed so long as at least four percent (4.0%) of unit members/ dependents use the program.

ARTICLE XVII RETIREMENT:

A. Each employee who has been granted sick leave shall be entitled upon retirement to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him on the effective date of his retirement.

1. The amount of the supplemental compensation payment shall be computed at the rate of one half (½) of eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement. Lump sum supplemental compensation payment shall be made in compliance with N.J.S.A. 11A:6-19.

2. Payment shall be made in January next following the date of retirement provided the employee has given his Department Head written notice of retirement at least six (6) months prior to date thereof. Failure to give such notice shall result in a delay of payment to the second January next following the day of retirement. In emergent or unusual circumstances, such notice may be waived.

B. Consistent with ch.78, P.L. 2011, all employees who have retired or who shall retire with twenty-five (25) years or more of credited service to Burlington County shall be covered by a comprehensive, County self-funded, medical plan subject to the provisions of Article XVI, Benefits paragraph A (1). Prior to being eligible for the benefits as listed in paragraphs B and C, all retirees who are sixty-five (65) years or older must be carriers of Medicare A & B. For employees hired on or after January 1, 2007, twenty-five (25) years of service, for the purposes of health benefits in retirement, shall include a minimum of twenty years of full-time service, with the last five years of service being full-time. Any leaves of absence without pay that, collectively, are in excess of twelve months shall not count toward the twenty-five years needed for health benefits to be paid for by the County in retirement, provided, however, that any FMLA leave, any military leave and or any workers' compensation leave shall count toward the twenty-five years.

C. The County shall continue its current practice of payment of full coverage for the first ninety (90) days following the date of retirement regardless of the number of years of service. If an employee has taken a leave of absence in the twelve months preceding retirement, the employee shall have coverage for the difference between the amount of leave previously taken and the 90 days heretofore described.

ARTICLE XVIII WORKERS' COMPENSATION, SAFETY & HEALTH:

A. When an employee is injured on duty, he shall notify his Department Head immediately so that a Departmental report may be prepared. The employee and his immediate supervisor are also required to prepare an accident report. The employee will be placed on a leave of absence without pay unless he desires to use his accumulated time during this period of disability. If it is determined by the Employer that the injury is work related, the employee shall then be entitled to Workers' Compensation.

If he is on leave of absence without pay, he shall be entitled to his Workers' Compensation check without loss of any accumulated time.

If the employee has opted to use his accumulated time, he shall receive his normal pay with appropriate charges against accumulated time up to the point a final determination is made concerning whether the employee is found to be entitled. The employee's personnel records shall then be modified, if necessary to reflect the employee's entitlement to Workers' Compensation benefits with the balance of his salary, if any, to be paid by County payroll check.

If accumulated time is completely used up before Workers' Compensation benefits terminate, the employee shall thereafter receive only his Workers' Compensation benefits.

Credit for sick and vacation leave shall continue to accrue to an employee's benefit during a leave of absence without pay for an injury for which the employee is entitled to Workers' Compensation benefits. However, credit for said leave shall be actually added to an employee's account only upon his return to work.

The County agrees to permit employees county time to attend doctor's appointments and physical therapy, however, such appointments shall have been approved by the department head and shall be at the beginning or end of a work day or whenever practicable. The failure to permit these employees time off shall not be subject to the grievance procedure.

B. The County shall at all times maintain safe and healthful working conditions, and shall provide employees with OSHA equipment once every two (2) years, as necessary, and with any additional wearing apparel, tools or devices reasonably necessary in order to insure their safety and health.

C. The County and the Union shall each designate a safety committee member from each complex to include: Westampton Complex, Hainesport Complex, Institutions at Pemberton, Resource Recovery Complex and Non-judicial employees in the main County Complex. It shall be their joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically, as necessary, to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the Union shall be permitted a reasonable opportunity to visit work locations throughout the County's facilities where employees covered by this Agreement perform their duties for the purpose of investigating safety and health conditions during working hours with no loss in pay for periods not to exceed one (1) hour per day, unless additional time is authorized by the Employer.

D. Pregnant VDT/CRT/LCD operators who are requested to operate a VDT/CRT/LCD for five (5) hours or more per day shall be given the opportunity upon request to transfer to non-VDT/CRT/LCD work during the term of their pregnancy without loss of contractual benefits. Such transfer shall be contingent upon other non-VDT/CRT/LCD work being available and at the recommendation of the employee's physician.

E. Ergonomics: The County and union shall periodically meet to discuss practices for the arranging of work stations (desks, chairs, etc.) of employees who spend a majority of their work-time with a video display terminal.

ARTICLE XIX EQUAL TREATMENT:

The County agrees that there will be no discrimination or favoritism practiced upon or shown employees for any reasons of sex, age, nationality, race, religion, marital status, political status, political affiliation, sexual orientation, gender expression (as defined under NJ State law), national origin, color, handicap, Union membership, Union activities, or the exercise of any concerted rights or activities or any other legally protected class. For the purposes of this Agreement, he shall be a generic term referring to any employee regardless of their sex. Said usage is not intended to be discriminatory or sexually based.

The Union and the County shall continue to discourage bias, prejudice and bigotry, and foster understanding of others in the workforce regardless of race, creed, color, national origin, sexual preference, gender and its expression, age, or physical condition.

ARTICLE XX PERSONNEL FILE:

- A. All employees shall have the right to see all documents in their personnel file.
- B. An employee shall be permitted to have a copy of any documents in his/her file.
- C. Employees shall be given copies of all disciplinary matters, evaluation or work performance documents placed in their file at the time the document is so placed. Prior to placement of a document the employee shall first be given the opportunity to initial same. Such initialing shall not indicate anything other than the employee's review of the document. The employee shall be given the opportunity to indicate they have read and accepted the contents of the document. Upon written release from an employee, a Union Representative may see and copy documents in the employee's file.
- D. Employees shall have the right to respond in writing to anything placed in their file.
- E. Employees may request of the Department Head that records of counseling sessions contained in any personnel file be removed after twelve (12) months provided there has been no recurrence of the same or similar nature. A Department Head's refusal to remove said documents shall not be subject to the formal grievance procedure.

ARTICLE XXI JURY DUTY:

If an employee is called to serve on a jury, the time will not be deducted from his vacation time if his jury check is turned over to the County Treasurer's Office for the number of days absent from his employ. This time must be reported on the daily report forms.

For employees who serve on jury duty on Lincoln's birthday, department heads shall schedule an alternative day off. The Department must schedule said day within 60 days and notify the employee with no less than 48 hours notice.

ARTICLE XXII MANAGEMENT RIGHTS:

- A. The County retains the right in accordance with applicable laws and regulations directly and by way of delegation to designated personnel:
 - 1. To direct all operations of the County.
 - 2. To direct all employees of the County.

3. To hire, promote, transfer, assign and retain employees in positions within the County, and to suspend, demote, discharge, or take other disciplinary action against employees.

4. To maintain the efficiency of the government operations entrusted to it.

5. To determine the methods, means, and personnel by which such operations are to be conducted.

6. To determine the number and kind of job classifications, titles and positions.

7. To contract work including but not limited to professional and other specialized services.

8. To take whatever action may be necessary to comply with State and Federal Law and Regulations.

B. It is the intention of the parties hereto that all matters affecting the wages, hours, and other terms and conditions of employment for the employees covered hereby, which are not specifically governed by this Agreement, remain within the discretion of the County until the expiration of this Agreement.

ARTICLE XXIII RIGHTS AND PRIVILEGES OF THE UNION:

A. Designated agents of the Union shall be allowed reasonable time off from their normal employment duties, without loss of pay, to engage in Union activity provided that such activity shall not substantially interfere with or interrupt the normal operations of the County. It is understood that all Union activity, of whatever kind or nature, shall take place only within the parameters of pre-arranged schedules, and at the locations listed therein, mutually agreed to by the Union and the County.

For contract negotiations, the union shall be permitted to bring up to 10 employee representatives to comprehensive bargaining sessions and two employee representatives to department caucuses.

B. The Union shall be granted an aggregate of one hundred (100) paid and one hundred (100) unpaid days, per annum, to attend to Union business. However, in no event shall an employee be granted an aggregate to exceed ten (10) days per annum whether paid or unpaid except upon approval of the Board of Chosen Freeholders. Use of such days shall be at the sole discretion of the Union provided the Union gives two (2) weeks written notice. If less than two (2) weeks written notice is given, the leave time may be denied. Such denial shall not be arbitrarily or capriciously applied.

C. The Union will continue to have the right to place items on existing employee bulletin boards. Materials found posted on areas other than bulletin boards shall be removed.

D. Union stewards shall be the last to be involuntarily transferred from one work location to another or from one shift to another so long as it does not conflict with any State or Federal Rules, Regulations, or Laws.

Work location shall be defined as one building, facility or complex.

E. The Union President, or other authorized representative will have access to the premises under the jurisdiction of the County and its offices during working hours provided such access does not interfere with the orderly operations of the Employer. Said representative will notify the appropriate County official of his/her presence.

F. Upon reasonable notice and approval of the appropriate County Official the Union may hold meetings on County premises during the lunch hour.

G. The Union may distribute literature to members of the Bargaining Unit on County premises, so long as it is not disruptive of County business.

H. The use of the County mail delivery service shall be limited to those offices, which currently occupy or which may occupy in the future a County owned or leased facility.

I. Credit Union.

1. Eligibility:

All members of CWA shall be eligible to participate in a credit union sponsored and approved by CWA subject to all terms and conditions established by CWA for such participation. Nothing herein shall be deemed to require any employee to become a participant in said credit union.

2. Amount of Deduction:

CWA will notify the Employer in writing as to the authorized credit union and procedure for deduction. Such deduction shall be made after written approval has been received from the employee.

3. Deduction and Transmission of Fee:

Deductions shall be made by the County within a reasonable time and in accordance with the procedures as set forth and authorized by the Credit Union, CWA and the employee.

4. County Held Harmless:

CWA hereby agrees that it will indemnify and hold Burlington County, the Burlington Board of Chosen Freeholders and Library Commission harmless from any claims, actions or proceedings brought by an employee in the negotiating unit which arises from deductions made by the County in accordance with this provision. The County shall not be liable to CWA or any

employee for any retroactive or past due credit union deduction for an employee who was identified by the Employer as excluded or confidential or in good faith was mistakenly or inadvertently omitted from credit union deductions.

5. Legal Requirements:

Provisions in this clause are further conditioned upon all other requirements of federal and state laws and regulations.

J. Advance notice of any decision to contract out work that bargaining unit members perform when that contracting would result in the layoff of any bargaining unit member will be given as follows: At the same time that the County sends to the N. J. Department of Personnel (NJDOP) the package that NJDOP requires be sent to it prior to a layoff, a copy will be given to the Union. Upon request, the County will meet with the Union to discuss ways to avoid the layoff by maximizing current employees' productivity or work quality.

ARTICLE XXIV UNION DUES:

A. The County agrees to deduct twice monthly from the base pay of each employee, who furnishes a written authorization for such deduction in a form acceptable to the County, the amount of monthly Union Dues. Dues shall be per month or such amount as may be certified by the CWA to the County at least thirty (30) days prior to the month in which the deduction of Union Dues is to be made. Deduction of Union Dues made pursuant hereto shall be remitted by the Employer to the CWA, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 3rd Street NW, Washington, D.C., 20001-2797, by the tenth (10th) calendar day after such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local CWA 1036 Mount Holly office.

B. The CWA agrees to indemnify and hold the County harmless against any, and all claims, suits, orders of judgments brought or issued against the County with regard to the dues check-off, except for any claims that result from negligent or improper acts of Employer or its agent or servants.

1. Dues deduction may only be stopped if the employee so requests. Any such request must be in writing and submitted to the County prior to December 15 of any given year. Dues shall be halted beginning with the first pay period of each calendar year.

2. The County will immediately supply the Union a copy of any request to halt dues.

3. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the County written notice prior to the effective date of such change, and shall furnish the County a certified copy of the Resolution, indicating dues changes and the effective date of such changes.

ARTICLE XXV AGENCY SHOP:

A. Purposes of Fee

All eligible non-member employees in this unit will be required to pay the majority representative a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

B. Amount of Fees

Prior to the beginning of each contract year, the Union will notify the County in writing of the amount of regular membership dues; initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed eighty five percent (85%) of the regular membership dues, fees and assessments.

C. Deduction and Transmission of Fee

After verification by the County that an employee must pay the representation fee, the County will deduct the fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

The County shall deduct the representation fee as soon as possible after the tenth (10th) day following re-entry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals re-employed in this unit from a re-employment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of non-member status.

D. Demand and Return System

The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union.

The burden of proof under this system is on the Union.

The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid

of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

The Union shall submit a copy of the Union review system to the Burlington County Board of Chosen Freeholders. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system.

If the employee is dissatisfied with the Union's decision, he may appeal to a three-member board established by the Governor.

E. County Held Harmless

The Union hereby agrees that it will indemnify and hold Burlington County and the Burlington Board of Chosen Freeholders and the Library Commission harmless from any claims, actions or proceedings brought by an employee in the negotiations unit, which arises from deductions made by the County in accordance with this provision. The County shall not be liable to the Union for any retroactive or past due representation fee for an employee who was identified by the County as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

F. Legal Requirements

Provisions in this clause are further conditioned upon all other requirements set by statute.

G. Enrollment

It is understood that the implementation of the agency fee program is predicated on the demonstration by the Union that more than sixty percent (60%) of the eligible employees in the negotiating unit are dues paying members of the Union.

If at the signing of this Contract the above percentage has not been achieved, the agency fee plan will be continued through December 31, 2007 after which it shall be discontinued unless the minimum has been achieved prior to that occurrence. Thereafter, if the minimum percentage is exceeded on any quarterly date; i.e., January 1, April 1, July 1 or October 1, the agency fee plan shall be reinstated, with proper notice to affected employees.

In each year of the Contract on January 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

ARTICLE XXVI NO STRIKES:

For the duration of this Agreement, the Union, its officers, agents, representatives, and members shall not in any way directly or indirectly authorize, cause, assist, encourage, participate in, ratify or condone any strike, sit-in, slowdown, cessation or stoppage of work, boycott, or other interference with or interruption of work at any of the operations of the County. Inciting or inducing any such activity shall constitute cause for suspension or discharge under this Agreement.

ARTICLE XXVII GRIEVANCE PROCEDURE:

A. Definition

"Grievance" is:

1. A claimed breach, misinterpretation or improper application of the terms of this Agreement, or
2. A claimed violation, misinterpretation or misapplication of rules or regulations, existing policy, agreements, administrative decisions, or laws applicable to the Department, to include minor disciplinary actions.

"Working Day" is defined as: Monday through Friday, excluding Holidays.

B. Any grievance or dispute, which arises between an employee and Employer, shall be processed and settled in strict accordance with the time limits set out herein. It is understood that all of the time limits, unless otherwise expressed, refer to working days and not calendar days.

C. Procedures¹

Within ten (10) days of the date of the grievance or the date in which the grievant should reasonably have known of its occurrence an employee with a potential grievance must orally present and discuss his/her complaint with their immediate supervisor on an informal basis prior to filing a formal Step 1 grievance, whenever time permits. A Union Steward may be present at such discussions.

INFORMAL STEP:

¹Variations to the grievance procedure: The grievance procedure to be followed by employees of the Library Commission shall be the same as that contained in the contract except that in Steps 1 and 2, "Library Director" shall replace "Department Head" and "Library Commission Representative" shall replace "County Administrator/Board Clerk or designee."

Whenever practical, an employee who believes that he or she might have a grievance, shall meet with his/her supervisor or other appropriate management representative in an attempt to informally resolve the grievance.

STEP 1:

A grievance must be filed initially within fifteen (15) working days from the date or any date on which the act, which is the subject of the grievance, occurred, or fifteen (15) working days from the date on which the grievant should reasonably have known of its occurrence. The grievant shall prepare his/her grievance in writing on forms approved by each party and submit same to the Department Head or designee (who shall not be a member of the bargaining unit) who shall schedule, hear and determine the grievance within ten (10) working days after receiving it. The decision of the Department Head or designee shall be made in writing, and in triplicate and copies thereof, together with copies of the grievance, shall be served upon the grievant, the Union representatives and the Director of Human Resources or Clerk/Administrator of the Board of Freeholders within said ten (10) working day period.

STEP 2:

Upon receipt of an adverse determination by the Department Head or designee, the grievant or Union representative shall have a period of days ten (10) days to appeal such determination to the Director of Human Resources, Clerk/Administrator of the Board or designee who shall schedule, hear and determine the grievance within fifteen (15) working after receiving it. The Director of Human Resources, Clerk/Administrator or designee shall hear the grievance de novo and issue a decision in writing and in triplicate and copies thereof, together with copies of the grievance and previous decision, shall be served upon the grievant, the Union representative and the Director of Human Resources or Clerk/Administrator within said fifteen (15) working day period.

STEP 3:

Upon receipt of an adverse determination of the Director of Human Resources, Clerk/Administrator or designee, the Union shall have thirty (30) working days to appeal such determination to arbitration pursuant to the rules of the Public Employee Relations Commission.

D. General Rules:

1. A failure to schedule, hear and determine the grievance at any step by the person designated to do so shall cause the matter to proceed immediately to the next step. Said grievance shall be deemed pending in the next step without the necessity of a formal written appeal.

2. Under no circumstances shall the County have the right to appeal a grievance adjudicated favorably to the employee, except when a determination is issued by PERC or Department of Personnel.

3. At all steps in the grievance procedure, the grievant shall have the right to be represented by the Union and only the Union.

4. If the grievant alleges acts by or against the person designated to schedule, hear and decide grievances, the grievance shall be filed with, heard by and determined at the next highest step in the grievance procedure.

5. A group or class grievance may be filed by a member of the affected group or class, or by a representative of the Union, however, any such grievance shall clearly delineate the group or class involved, and shall, where practicable, list the names and the titles of the individual employees involved.

6. Extensions of time limits may be obtained only by the written consent of the grievant or representative and person designated to hear and determine the grievance.

7. If a grievant accepts a resolution that is not in conflict with this Agreement it shall be final and binding upon the parties.

8. A grievance settlement at Steps 1-2 shall not be precedent setting, however, they may be introduced as evidence in arbitration.

9. Unjustifiable failure to appear at a Step I hearing constitutes a waiver of an employee's right to take the grievance to the next step of the grievance procedure.

10. Such grievance shall include date of the alleged grievable occurrence, nature of the grievance, pertinent contractual articles allegedly violated and the remedy sought. Failure to submit the required information is grounds for a denial of the grievance.

11. After a grievance has been filed, a Department Head or Designee may only contact the shop steward or staff representative for clarification of the grievance and not the grievant. A Designee shall not be a member of the bargaining unit.

12. The County agrees to provide the union with copies of the Contract Referee's written decisions, and to both the union and employee if an employee declines representation only in the event the Contract Referee is unable to do so.

13. The County will send the union copies of all grievances not filed by staff representatives of the Local.

ARTICLE XXVIII DISCIPLINE:

A. General Rules:

1. Discipline and discharge shall only be for just cause.
2. Discipline shall be progressive in nature and corrective in intent.

3. The degree of discipline administered by the Employer in a particular case must be reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee and his/her service with the County. However, counseling shall not be grievable.

4. Grievances of minor disciplinary actions (five (5) day suspensions or less) shall be filed directly at Step 2 of the Grievance Procedure.

5. No discipline, which results in loss of pay, shall be imposed prior to the employee having a hearing unless there is an imminent threat to health and safety.

6. Should an employee receive a suspension as a matter of disciplinary action, such days of suspension shall not coincide with a holiday except where a suspension is for six (6) days or more.

7. Employees shall be permitted to forfeit paid vacation time in lieu of serving suspensions for time and attendance violations; but for all other offenses, subject to management's discretion.

8. The County agrees to provide employees with at least two (2) days notice of a hearing. Charges for a minor disciplinary hearing must be submitted within six months. Charges for a major disciplinary hearing must be submitted within one year. The one-year limitation shall commence when the department head either knew or reasonably should have known of the violation.

B. Representation:

If a department's shop steward is not available, the County shall permit a union steward from another department located on the same campus as the employee works to represent the employee in disciplinary hearings and/or interviews so long as the borrowed steward's absence would not unduly disrupt the operations of his/her own department. Campuses for the purposes of this provision are Mt. Holly, Westampton, Mt. Laurel and Pemberton.

C. Disciplinary Hearings:

All initial disciplinary hearings shall be scheduled while employees are working. However, if an initial hearing (e.g., first level of discipline) cannot be scheduled during an employee's scheduled work hours, the employee shall be compensated for time spent at the hearing at the employee's regular rate (straight time).

D. Attendance and Lateness:

1. Absence Without Leave: Any unauthorized absence of an employee from duty shall be an absence without leave ("W" day) and is cause for disciplinary action. For the purposes of discipline, two consecutive W days in a rolling 12 month period shall constitute one offense.

2. Employees shall report to work on time or call their department head prior to the start of their shift to report being late. Sick time may not be substituted for lateness.

Lateness/ Docking policy:	1 – 7 minutes late: No docking. 8 – 22 minutes: 15 minutes of pay 23 to 37 minutes: 30 minutes of pay 38 to 52 minutes: 45 minutes of pay 53 to 67 minutes: 60 minutes of pay
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E. Provisional Employees:

Provisional employees with more than four (4) months of service must be issued an approved notice of major disciplinary action.

At the time the Department Head issues an approved notice of major disciplinary action including termination, to a provisional employee with more than four (4) months of service, the Department Head shall provide the employee a review of the action, if the employee desires such a review, and said review is requested by the Union, within five (5) days of issuance of the discipline.

Such review will be conducted by the Department Head within five (5) working days of the request. The employee may choose to be represented by the Union, present witnesses or other relevant evidence related to his or her discipline.

The Union shall retain the right to proceed directly to arbitration for any major discipline or termination of a provisional employee.

Unless there is an imminent threat to health or safety, such notice of all major discipline including termination shall become effective five (5) days from issuance to the provisional employee.

ARTICLE XXIX WORK CLOTHING.

A. Uniform Allowance:

Effective upon the signing of this contract, and as indicated in department specific articles within this agreement, in each year of this contract eligible employees covered by this Agreement who are required by the County to wear special clothing and/or uniforms shall receive an annual clothing maintenance allowance. For calendar years 2011 and 2012, the amount of the allowance shall be \$250. In calendar year 2013, the clothing allowance will be combined with the boot allowance for a total of \$375 which shall be afforded to medium blue collar titles in the Health Department and in the Information Technology Department. Eligible employees shall be defined as those titles presently listed in Appendix E. The method for providing this allowance shall be as outlined below.

B. Property Damage:

For employees assigned to the Environmental Section of the Health Department reimbursement shall be made for articles damaged or destroyed as a result of the performance of their unique job responsibilities. Such reimbursement not to exceed one hundred dollars (\$100) per calendar year. For employees of the Buildings and Grounds department only who are assigned to work in the correctional facilities or Juvenile Detention Center reimbursement shall be made for articles damaged or destroyed by inmate or detainee contact. Such reimbursement shall not exceed \$100 per altercation. Additional titles covered by the provisions of this article shall include Park Rangers in Resource Conservation, and employees in the Juvenile Detention Officer title series. Employees shall submit verification of damaged property within a reasonable period of time to the Department Head for approval within the procedures as set forth by the County.

C. General Principles:

This article on uniforms shall apply to all employees represented by CWA for whom the County supplies uniforms, garments or work clothing (hereafter collectively "clothing"). Subject to the areas that are negotiable between the County and the union, the County reserves its right to determine the quantities, qualities, styles, colors, uses, features, etc., of any and all clothing supplied by the County to the workforce. However, in the event the County decides to materially change the type of required clothing, the County shall meet with the union 30 days prior to the effective date of change to address the potential impact of such change.

For employees whose clothing is furnished by way of non-sustaining revenues (such as grant or trust fund programs), such clothing will only be provided to the extent such non-sustaining revenue funds are available or as permitted under the terms of the grant or trust. However, if such funds are unavailable, the County agrees to reopen negotiations with the union.

D. Work Attire and Returns:

For all employees required to wear clothing by the County, such employees must wear the clothing during all working hours unless excused by the department head or his/her designee, or on account of a valid medical excuse of limited duration. Aside from coming and going to work, clothing furnished by the County should not be worn other than during normal working hours (or approved overtime). [For a medical excuse to be valid, an employee must submit a signed report from a physician explaining the medical condition underlying the request and the anticipated duration of the medical condition. Requests may be granted if the essential functions of the employee's position can be accomplished without the uniform and/or mandatory PPE/ safety equipment is not needed for the period of the request.]

Any garments that bear a County logo or that have a County emblem or other County identification affixed must be returned to the County at the time new clothing is furnished to the employee (or the current clothing is worn out). In the case of an employee whose employment is terminated for any reason, all such clothing must be returned to the County prior to receiving the last paycheck. For persons employed in the "Security" category below, all issued clothing must be returned upon cessation of employment. The employee's last paycheck shall be withheld for a period of up to 30 days until the clothing is returned. Thereafter, the matter will be referred to the Legal Department.

E. Provision of Clothing:

Each year, the County's Purchasing Division shall make arrangements for the purchase of acceptable clothing for departments heads who, shall in turn, designate clothing articles for eligible employees to select by way of an Order Form. Employees eligible to receive a clothing allowance shall select articles of clothing up to the amount of their approved clothing allowance, subject to final approval by the department head. Employees may choose to set aside a portion of their approved clothing allowance for reimbursement of dry cleaning expenses. Receipts for such expenses shall be submitted to the department head or designee on May 15th and November 15th of each year of the agreement.

For employees eligible to receive a clothing maintenance allowance, said allowance shall be utilized to purchase articles of clothing on or around May 1st (for Fall/Winter clothing) and November 1st (for Spring/Summer clothing) of each year of this agreement and shall be pro-rated based upon the amount of time the employee worked the preceding year. Paid sick, vacation and personal time shall be considered time worked as well as all unpaid time totaling 12 days or less in a calendar year. All periods of service interrupted for more than 12 total days due to W days, unpaid leaves of absence and suspensions, shall not be counted as time worked.

F. Categories of Clothing:

For the purposes of this Article, there shall be three categories of employees for whom clothing shall be furnished. The categories are Security, Medium Blue Collar, and Light Blue or White Collar. A fourth category for Heavy Blue Collar shall be limited to employees assigned to specific jobs whereby rental clothing is more feasible than take-home clothing. Employees holding supervisory titles may be required to wear, in management's discretion, clothing that identifies their status as supervisors.

For new titles created during the course of the contract for which the County desires to supply uniforms, the County and the union shall meet to discuss the appropriate category to which to assign the titles.

Personal Protective Equipment as required by OSHA or PEOSH shall continue to be supplied in accordance with County policy as recommended by County Risk Management and approved by the County Administrator or the Director of Human Resources.

1. Security:

Employees whose primary duties are to enforce County rules and regulations and who are required to complete, traditional style uniforms that connote a position of authority shall be supplied with clothing as outlined in Appendix E.

Employees shall be supplied with an initial issue of clothing at the time they are hired as specified by department policy or as outlined elsewhere in the union contract. In subsequent years,

employees shall be furnished with a uniform allowance as negotiated between the parties and to be used in accordance with the guidelines above.

Note: This article shall supplement, but not alter existing departmental uniform policies for employees in the affected titles.

2. Medium Blue Collar:

Titles in this category are those where employees' uniforms are likely to get dirtied by exposure to outdoor working conditions, or indoor working conditions where physical labor is required. Title Series assigned to this category are as listed in Appendix E. Titles that may meet all or a portion of the intent of this category may be found in specific departmental articles.

At or around the time of hire, new employees shall be supplied with five (5) shirts (short sleeve for Spring/Summer or long sleeve for Fall/ Winter) as furnished by their department. After the employee has completed the probationary period (or after the first 90 days of employment for provisional employees) an initial issue of clothing shall be furnished to new employees which shall encompass the following garments:

Five (5) shirts (for the season not furnished at the time of hire)
Two (2) standard sweatshirts
Five (5) pairs of work pants or jeans
One (1) winter coat

[Note: for employees in the Medium Blue Collar category who do not perform outdoor work, a winter coat shall not be supplied.]

Employees who receive an initial issue in any given year will not be eligible for a clothing allowance until the following calendar year. In subsequent years, employees shall be furnished with a uniform allowance as negotiated between the parties and to be used in accordance with the guidelines above.

3. Light Blue/ White Collar:

Titles in this category are employees who directly interface with members of the public outside of traditional County office environments, or who serve in safety-sensitive positions where uniformity of clothing is necessary for departmental identification. This category may include those performing field work or who represent the County at public functions, conferences, events, fairs, etc.

Upon recommendation by a department head and upon approval of the County Administrator or Director of Human Resources and subject to the availability of funds, employees shall be supplied with clothing to be worn only for the purposes for which the clothing is issued. Examples of such clothing that may be furnished by the County include the following examples:

-- Polo shirts or sweaters for events staff at Parks Division or Cultural Affairs and Tourism sponsored events;

- Clerical Staff in the Sheriff's Department who serve on the Sheriff's Child Safety Team;
- Work shirts for employees of the IT Department who are assigned to the Communications section;

The County shall provide clothing subject to availability of funds, and shall replace such clothing on an as-needed basis.

Other than employees in the public safety telecommunicator title series, employees in the Light Blue/ White Collar category shall not be entitled to an annual uniform allowance.

ARTICLE XXX WORK CLOTHING: SPECIFIC DEPTS.:

A. Clerk of the Board:

Employees in the Security Guard title series who are new hires shall receive an initial issue of 1 winter, 1 fall/spring and 1 rain coat, plus 5 long sleeve shirts, 5 short sleeve shirts, 5 pairs of pants, 1 pair of standard issue shoes and 1 baseball cap. Eligible employees shall receive an annual clothing allowance as outlined in Article XXIX (Work Clothing) of this agreement.

B. Economic Development/ Community Development:

Effective 2008, employees in the cost estimator and housing inspector title series shall receive five shirts annually and a winter coat every four years.

C. Engineering:

1. The County shall furnish initial issue as outlined in Article XXIX (Work Clothing), for employees in the traffic maintenance worker, laborer, sign maker and land surveyor title series, as well as for engineering aides assigned to field work. Employees previously furnished with a coat in 2005 or 2006 will not receive another coat. Thereafter, eligible employees shall receive an annual clothing allowance as outlined in Article XXIX (Work Clothing) of this agreement.

2. The County shall furnish employees in the Engineering Aide (primarily assigned to office work), Traffic Safety Coordinator, Public Works Inspector and Engineer (all variants) title series with one coat every four years.

D. Weights & Measures:

1. The County shall furnish initial issue as outlined in Article XXIX (Work Clothing), for employees in the titles of Assistant W&M Superintendent and W&M Apprentice plus a blazer for all new hires. Eligible employees shall receive an annual clothing allowance as outlined in Article XXIX (Work Clothing) of this agreement.

2. The County shall provide an annual \$100 boot allowance for oil resistant work boots. The type of boot shall be at the sole discretion of the County.

ARTICLE XXXI OFFICE ON AGING:

A. Effective 2008, for the delivery worker title series (to include employees in the storekeeper title series who serve as back up drivers), the County shall furnish an initial issue of garments as outlined in Article XXIX (Work Clothing) of this agreement. However, the provision of such clothing and allowance shall be subject to the availability of grant funds. If the County cannot use grant funds, it agrees to reopen negotiations with the union for employees covered by such funds. In subsequent years, eligible employees shall receive the negotiated annual clothing maintenance allowance.

B. Use of Sick Leave: Employees in the delivery worker title series (to include employees in the storekeeper title series who serve as back up drivers) who are responsible for maintaining a route or field delivery services shall call out at least one (1) hour prior to the their scheduled starting time or the provisions of Par. I of Article XI (Sick Leave) shall apply.

ARTICLE XXXII BUILDINGS & GROUNDS:

A. Jail Differential: Employees of the Buildings and Grounds Department who are routinely assigned to the correctional facilities or Juvenile Detention Center will receive an additional \$.50 per hour for 2007 to 2009 and \$.75 per hour in 2010, for actual time worked, subject to the conditions below. In order to be eligible for the hourly stipend, employees must be assigned to the correctional facilities or Juvenile Detention Center for a minimum of 100 hours within a calendar year. The adjustment shall be retroactive to and paid for actual time worked.

The additional compensation shall not apply to compensation for sick leave, vacation, holidays or any time other than time actually worked in such facilities. The additional compensation shall only apply to employees who work in those areas of the correctional facilities or Juvenile Detention Center where there is contact with inmates or detainees. The assignment of employees to duties in the correctional facilities or Juvenile Detention Center is within management's sole discretion. Such assignment decisions shall not be subject to the grievance procedure.

B. Provision of tools: Employees in the title series of maintenance repairer (to include groundskeeper/maintenance repairer) shall be furnished with an initial issue of tools: screwdrivers, pliers, wrench, wire cutters, sheetrock knife, voltage meter, tape measure, hammer, set of nut drivers, flashlight and tool pouch.

C. Work clothing: Eligible employees who are required by the County to wear special clothing and/or uniforms shall receive an annual clothing allowance as outlined in Article XXIX (Work Clothing) of this agreement.

D. Work Schedules: Employees shall receive a one half (1/2) hour lunch.

1. Day crews (including HVAC): 7:00AM to 3:30PM

2. Night Crew: 4:00 PM to 12:00AM midnight
3. Summer Hours for Groundskeepers: working hours shall be adjustable based on extreme weather at discretion of the Superintendent or Department Head with agreement of the parties.

E. Holidays Night/Weekend Shift: Employees assigned to such shift shall receive off on the seven major holidays (New Year's Day, Good Friday, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas). Time off or payment for holidays worked shall be consistent with Par. C of Article VIII (Holidays).

ARTICLE XXXIII COUNTY CLERK & SURROGATE:

A. Work Schedules:

1. Employees of the County Clerk's Mt. Holly office and of the Surrogate's Office may be assigned to work an 11:00 AM to 7:00 PM schedule on Mondays.

2. Employees who work beyond 7:00 PM on Monday nights and who have worked their full 35 hour workweek in accordance with Par. A.3. of Article VII (Overtime) shall receive overtime compensation according to the following schedule:

8 – 22 minutes: $\frac{1}{4}$ hour of pay
23 – 37 minutes: $\frac{1}{2}$ hour of pay

3. County Corner Store: Monday to Friday, 10:00 AM to 6:00 PM and/or 1:15 PM to 9:15 PM; Saturday, 9:30 AM to 5:30 PM.

4. County Clerk's Mt. Holly office: (in addition to Par. C.1. of Article VI (Work Schedules)), employees may work from 7:30 AM to 3:30 PM.

B. Holidays/County Corner Store:

1. Employees assigned to the mall location shall receive off on the seven major holidays (New Year's Day, Good Friday, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas).

1. Employees who work on a holiday shall receive holiday pay for the pay period the holiday is worked but no later than the next pay period.
2. For employees in the Clerk's Office, if a holiday falls on a Saturday, the Mall office shall observe the holiday on Saturday instead of the preceding Friday.

C. The Election Section of the Clerk's Office, and any employees in the Department working elections, will receive the contractual meal allowance provided under Article VII only when working during general and primary elections.

ARTICLE XXXIV HIGHWAY DEPT.:

A. Tool Allowance: Employees in the mechanics (including variants) and Mechanic's Helper title series shall receive a bi-annual tool allowance of \$200 for calendar years 2008 and 2010. Vouchers must be submitted for a minimum of \$50.

B. Work clothing: Eligible employees who are required by the County to wear special clothing and/or uniforms shall receive an annual clothing allowance as outlined in Article XXIX (Work Clothing) of this agreement. Said titles are listed in Appendix E.

The County shall continue to provide an annual \$100 boot allowance for work boots to those titled employees presently receiving boots, as soon as practicable after the signing of this agreement and prior to April 1 of each year of the successor years of this agreement. The type of boot shall be at the sole discretion of the County. If an individual presents a doctor's note indicating that he is not medically able to wear said boot, the County at its sole discretion may substitute footwear.

For employees in the mechanic (including variants), mechanic's helper and tire service repairer title series, the County shall furnish 11 pairs of shirts and pants to include winter coat; however, all employees in such titles must use the rental clothing; no other titles shall be eligible for this benefit.

C. Work Schedule: 7:30 AM to 4:00 PM. Upon notice to employees and in accordance with Article VI, Par. E., the Department may implement a summer work schedule with mutual agreement of the parties at least five (5) days in advance.

D. First Responder stipend: For Highway Department First Responders who are called in for State of Emergency duties (but not ordinary snowfall), such employee shall receive a \$100 stipend per workday for such duties.

ARTICLE XXXV INFORMATION TECHNOLOGY:

A. Overtime: Employees assigned to the Public Safety Application group at the Public Safety Services Center shall be entitled to overtime when they perform work in response to calls after hours when the cumulative total for such time worked is 8 minutes or greater in a workweek. Employees shall maintain accurate time records indicating the date and time they were called, the identity of both the caller and the party with the problem, the nature of the problem and the length of time it took to address the problem, and any other information required by their department head. Employees shall also be entitled to a reasonable amount of administrative time for keeping such records. Overtime shall be paid according to this schedule:

8 to 22 minutes = $\frac{1}{4}$ hour of pay
23 to 37 minutes = $\frac{1}{2}$ hour of pay
38 to 52 minutes = $\frac{3}{4}$ hour of pay

53 to 67 minutes = 1 hour of pay, etc.

Employees shall be paid straight time, if they have not met the 40 hour workweek threshold as outlined in Par. A.3. of Article VII (Overtime) of the agreement, when they perform work in response to calls after hours when the cumulative total for such time worked is 10 minutes or greater in a workweek.

B. Clothing Allowance: The County shall furnish employees in the Print Machine Operator, Records Retention, and Communications title series with an initial issue as outlined in Article XXIX (Work Clothing) for all new hires, and aprons for all employees on an as-needed basis. Eligible employees shall receive an annual clothing allowance as outlined in Article XXIX (Work Clothing) of this agreement which, effective 2008, may be used toward the purchase of work boots.

ARTICLE XXXVI MEDICAL EXAMINER:

A. 1. Work Schedules/ Investigative Staff:

Investigator 1: Mon. – Wed. 12 AM to 12 PM

Investigator 2: Mon. – Wed. 12 PM to 12 AM

Investigator 3: Thurs. – Sat. 12 AM to 12 PM

Investigator 4: Thurs. – Sat. 12 PM to 12 AM

2. Investigators shall report to duty (at the County Morgue) at their assigned time and shall remain at the office for their entire shift unless investigating cases or on their meal break.

3. Investigators shall be on call every 4th Sunday from 12:01 AM to 11:59 PM. Although investigators do not need to report to the office, investigators shall not receive any additional compensation for time worked on Sundays.

4. With approval of County Medical Examiner, an investigator may switch shifts with adjoining investigator (e.g., Inv. 1 with Inv. 2; Inv. 3 with Inv. 4).

5. The regular 12 hour shift shall be considered an 11.5 hour day which encompasses a one hour meal break consisting of three paid ten minute breaks and a half hour unpaid break. If an investigator is required to work through the meal break as directed by the Medical Examiner, s/he shall be paid at time and a half the employee's normal rate of pay provided s/he otherwise meets the overtime requirements.

B. Overtime and Holidays:

1. Overtime opportunities shall be available on an equitable basis.

2. Overtime shall be paid at 1.5x for hours worked beyond the investigator's regular schedule, whether working the three regularly scheduled shifts OR the three regularly scheduled shifts plus the on-call Sunday. Contractual rules regarding countable time shall apply.

3. Investigators who work on a holiday shall be paid 4 hours of straight time for a twelve hour shift. If the holiday is Christmas or Thanksgiving, the Investigator shall be paid the equivalent of half a compensatory day for a twelve hour shift.

4. When an investigator calls out due to illness, the investigator on the reciprocal shift will be permitted to work the overtime at home on a Standby status at the contractual rate – a total of three hours of straight time for the 12 hour standby period. If s/he gets called out, s/he shall earn overtime as per the contractual standard. If the Reciprocal investigator cannot work the standby, then the overtime will be offered to the other investigators per the rotating list who must report to the office to work the shift. (Overtime payment shall be consistent with the contract.) If no investigator is available to work the overtime, then the Medical Examiner may permit a properly trained Morgue Attendant or a contracted vendor to work the overtime. (The terms of this letter are not intended to inhibit management's authority to hire temporary employees to cover for extended absences from work.)

By way of a further accommodation to the Reciprocal investigator, if during the standby shift, s/he gets called out and works more than four hours (exceeding 16 hours within a 24 hour period), s/he may delay reporting to work (without loss of pay) by the amount of time s/he exceeded four hours of work during the standby period.

ARTICLE XXXVII HEALTH DEPT.:

A. Work Clothing:

1. Environmental Health Specialist title series: The County shall furnish an initial issue under the medium blue collar category outlined in Article XXIX (Work Clothing), (to include a coat). Thereafter, effective 2008, Eligible employees shall receive an annual clothing allowance as outlined in that Article.

Effective 2008, the County shall provide an annual \$100 boot allowance for work boots. The type of boot shall be at the sole discretion of the County.

All clothing and clothing allowances are conditioned upon the County's ability to use the EQEF fund (only) and adequate funding in that account. However, if the County cannot use the fund, it agrees to reopen negotiations with the union for employees covered by the fund.

2. Effective 2008, the County shall furnish an initial issue as outlined in Article XXIX (Work Clothing) for employees in the sanitary inspector and public health investigator title series, to include a coat. Thereafter, eligible employees shall receive an annual clothing allowance as outlined in that Article.

3. Effective 2007, the County shall furnish an initial issue as outlined in Article XXIX (Work Clothing) for employees in the animal attendant/ adoption advocate title series.

Thereafter, effective 2008, Eligible employees shall receive an annual clothing allowance as outlined in that Article.

Effective 2007, the County shall provide an annual \$100 boot allowance for work boots. The type of boot shall be at the sole discretion of the County.

4. Employees in the Housing Inspector title series shall receive an annual clothing allowance as outlined in Article XXIX (Clothing Allowance) of this agreement, and may use said clothing allowance toward the purchase of work boots.

5. Effective 2008, the County shall furnish employees in the Field Representative and Investigator, Communicable Diseases title series with five shirts annually and a winter coat every 4 years.

B. Work Schedules/ Animal Shelter:

1. Monday to Friday, 8:00 AM to 4:30 PM, or 11:00 AM to 7:30 PM (Tuesday and Thursday);
2. Saturday, 8:00 AM to 4:30 PM;
3. Sundays and holidays (rotational): 6:30 AM to 10:30 AM; 8:00 AM to 12:00 PM.

ARTICLE XVIII JUVENILE DETENTION CENTER:

A. Work Schedules:

1. JDC, non-custody: 7:30 AM to 3:30 PM; 10:00 AM to 6:00 PM; 12:00 PM to 8:00 PM; and 2:00 PM to 10:00 PM.

2. JDC, custody: 8:00 AM to 4:00 PM; 4:00 PM to 12:00 midnight; 12:00 midnight to 8:00 AM.

a. No employee will ever be scheduled for less than one weekend off per month.

b. Beginning on July 1, 1999, any employee who, as of December 31 of the preceding year, has at least three years continuous full and/or part-time service with the county, will be scheduled for two weekends off each month. Employees with less than three years service as of the December 31 of the preceding year will continue the one weekend off per month schedule.

c. Except as provided in A.2.d, below, on January 1, of each succeeding year, any employee who as of December 31 of the preceding year has at least three years continuous full and/or part-time service with the County, will be scheduled for two weekends off each month.

d. Notwithstanding the provisions of A.2.c, above, the continuation of the two weekends off per month schedule beyond January 1, 2003, is contingent upon the following:

i. On or about December 31 of each year, the County will review the number of times custody staff have called out sick for the preceding year. In the event the number of call-outs exceeds 220 incidents per year, the two weekends off per month schedule will be discontinued, following at least 45 calendar days notice to the Union and the affected employees, and in no event sooner than March 1 of the following year.

ii. In determining how many sick call outs have occurred, the County will not count as a call out any of the following: any workers' compensation leave, any leave that is contiguous to a State approved temporary disability leave, any bereavement leave or any sick leave time that is taken in conjunction with a sick leave that is at least seven days in duration. Additionally, up to 25 days per year will not be counted as a call out if an employee provides the County with acceptable medical documentation that the employee was required to be hospitalized or confined to home.

e. In the event the two weekends off per month schedule is discontinued as a result of employees exceeding the 220 call outs per year, the program may be re-instituted the following year, provided that the number of call outs drops to 220 or less in the next calendar year review period.

f. If the two weekends off per month schedule is discontinued for any year, the following "set schedule" practice will be instituted:

i. Employees will be scheduled by management to have two consecutive set days off every week, except as provided below.

ii. Management will prepare the set-days-off schedule that will, take into account any BFOQ requirements. The most senior eligible employee will have first choice of schedule; the next senior employee will have next choice, and so on until the least senior employee has the last choice. Employees must keep this schedule until and unless a schedule becomes vacant, in which case the vacancy will be bid and the most senior eligible person bidding on the schedule obtain it.

iii. Notwithstanding the above provisions, when there are vacant periods due to employees taking leave time and management must cover these periods, management may have to temporarily change an employee's set schedule to assure proper staffing of the facility. Management shall attempt to equally rotate among employees any modification in the set schedule in order to fairly distribute the burden of changing one's work schedule.

B. Holidays: For holidays at the JDC, the terms of Par. D.1. and 2. of Article VIII (Holidays) shall apply, in addition to the provision below.

Notwithstanding any of the provisions above the County will pay Juvenile Detention Officers, Senior Juvenile Detention Officer and Supervising Juvenile Detention Officer for earned

holidays. Such payments shall occur on or before July 22 and December 22 of each year of the contract. Such payments shall be issued in a separate check payable at straight time pay based upon the rate of pay at which the holiday was earned. Employees who work their entire shift on Christmas or Thanksgiving shall receive four (4) hours additional pay at their straight time rate.

The County will continue the current practice, which requires an employee be in pay status the day before and the day after a holiday in order to be paid for the holiday.

C. Work Clothing: Each Juvenile Detention Officer shall receive an initial uniform issue as listed below:

2 pairs of trousers	1 BDU belt
2 pairs of BDU pants	1 pair leather black boots
2 short sleeve shirts	2 name tags
2 long sleeve shirts	1 sweater
4 short sleeve insignia polos	1 badge
1 set collar pins Rhodium/Officer Gold/Senior, Supervisor	Patches for all shirts and sweaters

Effective 2007, the initial issue shall also include one (1) winter/spring coat. Employees previously furnished with a coat in 2005 or 2006 will not receive another coat.

All uniforms and equipment, other than footwear, that have been issued shall be turned in when the officer leaves the employ of the County. All officers shall be required to make restitution to the County for any property or equipment that is damaged or not returned.

Effective 2008, and every year thereafter, eligible employees will receive a four hundred and fifty dollar (\$450) accountable uniform payment. To be eligible for the accountable uniform payment, an employee must be hired on or before January 1 in the year the payment is made. Employees hired after January 1 will have their allowance pro-rated. To receive the uniform payment, an eligible employee must submit a receipt for cleaning, maintenance or replacement of the uniform issue listed above. Upon receipt of the above-described receipts, the County will reimburse the employee up to the maximum annual amount.

Employees may submit their receipts on or before July 1, and December 1 of each calendar year for the preceding period. Payment will be made as soon as possible, but no later than 45 days following the above-described cutoff date. Once an employee has received payment equaling the total annual amount, he or she will not be eligible for any addition payment in that calendar year.

D. The County agrees to provide lockers for employees. Employees will provide locks at their expense.

E. The County will provide vehicles with communications equipment and explore the possibility of supplying protective caging for transportation vehicles.

F. Employees may request and may be granted, subject to approval by the Superintendent, one shift change per year.

G. 1. Vacation time submitted prior to March 1 of each year shall be awarded on a seniority basis.

2. Date-stamped vacation requests shall be submitted to the shift supervisor for approval and scheduling. If the request is approved by the supervisor a copy shall also be provided to the administration. Upon receipt of the request the administration shall date stamp said request and provide the employee with a copy of said date stamp requested vacation time.

3. Supervisors and seniors will need to coordinate vacation requests to ensure supervisory staff on each shift.

H. 1. The County and Union agree to continue an ad hoc action committee comprised of the Superintendent and/or the Assistant Superintendent of Juvenile Detention Center, CWA Staff Rep., the Juvenile Detention Center designated negotiator and one representative from each shift selected by the Union to discuss and recommend to the Superintendent issues and concerns relating but not limited to overtime, sick call outs, lateness and attendance. Both sides mutually agree to resolve the issues, if possible, within one meeting.

2. Upon review by the Superintendent, Committee recommendations may become part of facility policy. Inclusion of such recommendations shall be at the sole discretion of the Superintendent.

I. Overtime

1. The following overtime procedures shall be in effect, provided that they shall not interfere with any bona fide occupational quota (BFOQ) requirements or if it is mandatory that a male or female JDO, Senior or Supervisor is necessary to cover the facility.

2. Distribution of overtime. Overtime work will be distributed as equally as possible among employees within a classification in accordance with the following procedure:

a. All voluntary overtime shall be solicited on a seniority rotational basis, regardless of job classification, with the assignment being offered to the most senior employee first, and the least senior employee, last. Refusal of the offer of an overtime assignment shall result in that employee reverting to the bottom of the list. Assignment shall be made from the seniority list. Employees who do not wish to be considered for voluntary overtime shall so indicate in writing.

b. In the event that staffing needs cannot be met with the voluntary overtime list, overtime will be assigned involuntarily on an inverse seniority rotational basis, with the assignment being given to the least senior employee first and the most senior employee last.

ARTICLE XIX LIBRARY:

A. Work Schedules: Hours of Work

1. Professionally certified librarians - forty (40) hours per week as follows:

Thirty five (35) hours per week to be scheduled for work on the Commission's premises. The additional five (5) hours per week shall be devoted to, but not limited to, duties such as professional reading, selection of materials, program planning, professional conferences and continuing education, which duties need not be furnished while present on the Commission's premises.

2. All other full-time employees thirty-five (35) hours per week.

3. The Burlington County Library Commission's headquarters shall be open to the public as follows:

a. September through June: Monday 9:00 AM to 9:00 PM; Tuesday through Friday 10:00 AM to 9:00 PM; and Saturday 9:00 AM to 5:00 PM; Sunday 1:00 PM to 5:00 PM.

b. July and August: Monday 9:00 AM to 9:00 PM; Tuesday through Thursday 10:00 AM to 9:00 PM; Friday 10:00 AM to 5:00 PM; Saturday 9:00 AM to 5:00 PM;

c. The hours of branch libraries shall be as determined from time to time by the Commission. It is the intent of the Commission for Cinnaminson, Evesham and Pemberton to work a Sunday schedule of 1:00 PM to 5:00 PM. Additionally, all branches shall have the same hours as headquarters, except for the Friday night schedule. The branches shall commence to be open on Sunday effective September 1, 2003. The continuation of such schedule for branch libraries shall be at the sole discretion of the Commission.

4. Employees who work the scheduled Sunday hours shall be credited at the rate of one and one-half hours for each hour worked. Employees may elect cash or compensatory time. Employees hired prior to January 1, 1982 shall not be required to work Sundays. Where there is a need for some employees to work Sundays, employees within a given classification will be given preference of schedule in accordance with their seniority. The Library shall set the Sunday schedule a minimum of thirty (30) days in advance.

5. The Library will continue its practice of offering flextime to include a compressed workweek to employees. Such schedule shall be based upon the request of the employee and staffing requirements/needs of the Library.

The Library is willing to consider a compressed workweek. Such compressed workweek shall be offered to employees based upon the needs of the Library. Employees may request their preference for days off and schedule. Should a conflict arise seniority shall be the

determining factor as to preference for days off. Scheduling shall be based upon seniority within a section. The implementation of a compressed workweek schedule shall be at the sole discretion of the Library Director or designee. Section supervisors shall determine the amount of public service/desk time. Once an employee makes a selection to work a compressed workweek, said employee must work the compressed workweek schedule for ninety (90) calendar days. Employees electing to return to their former schedule shall give no less than one (1) month notice of their request. Such schedule change shall be at the discretion of the library Director or designee.

ARTICLE XL PUBLIC SAFETY SERVICES:

A. Work Schedules/ Central Communications:

7:00 AM to 7:00 PM; 3:00 PM to 3:00 AM, 11:00 AM to 11:00 PM or 7:00 PM to 7:00 AM on a permanent schedule with one half ($\frac{1}{2}$) hour for meal break in accordance with Departmental policy. There will be supplemental eight (8) hour shifts initiated to cover 12:00 AM TO 8:00 AM; 8:00 AM to 4:00 PM; 11:00 AM TO 7:00 PM; 4:00 PM to 12:00 midnight and 7:00 PM to 3:00 AM. These additional shifts will be manned on a seniority basis, and the one half ($\frac{1}{2}$) hour for meal break shall be taken in accordance with Departmental policy.

1. During the course of the year, sick, vacation, holidays, and personal days for Public Safety Telecommunicators and Senior Public Safety Telecommunicators will be deducted at the rate of one (1) hour for each hour off.

2. Sick, vacation and compensatory time used for an entire workday shall be deducted at 11.5 hours for an employee working a 12-hour shift.

3. The County agrees to grant employees working twelve (12) hour shifts with fifteen (15) rather than twelve (12) hours of compensatory time on January 1 of each year of the contract. Such compensatory time is contingent upon continued implementation of the twelve (12) hour work schedule.

Effective January 1, 2008 and each year thereafter, employees working 12 hours shifts shall be paid for fifteen (15) hours of compensatory time, the first pay in July. If an employee leaves the employ of the County, such payment shall be prorated. Should an employee leave after July, reimbursement shall be made to the County at the rate of (1) hour per month.

4. Each employee who works a 12-hour shift shall have a lunch break consisting of 60 minutes, which shall include the 30-minute contractual lunch break and the (3) 10-minute breaks. (The workday continues to be 11.5 hours within a scheduled 12-hour shift.) In addition each employee shall receive a 10-minute break.

5. a. The scheduling of the lunch and 10 minute breaks shall be at the sole discretion of the supervisor. The supervisor's scheduling decisions shall be subject only to Step I of the contractual grievance procedure.

b. Any lunch or break time not taken due to workload responsibilities as directed by the supervisor shall be paid at time-and-one-half (1-1/2) the employee's normal rate of pay, provided the employee otherwise meets overtime requirements.

6. Effective July 1, 2003, employees of Public Safety Services hired after January 1, 2000 shall be subject to 8-hour shifts. Placement on such 8-hour shifts shall be based upon departmental needs and inverse seniority. Employees who are held over for more than 4 hours of mandatory overtime shall receive a 20-minute break. All employees hired prior to January 1, 2000 shall remain on 12-hour shifts.

B. Holidays/Holiday Pay (Central Communications):

1. Effective January 1, 2006 employees hired on or after January 1, 1993 shall receive monetary compensation only for holidays earned. Employees hired before January 1, 1993 may elect to receive monetary compensation for holidays earned or time off in lieu of holidays earned.

Such election shall be made by the eligible employee on or before December 15 for the holidays occurring within the following calendar year. Employees who fail to elect by December 15 shall be conclusively deemed to have elected monetary compensation for holidays earned.

An employee who elects to receive monetary compensation for holidays earned shall receive payment for accrued holidays on or before December 22 for the period December 1 through November 30. Such payment shall be at straight time pay based upon the rate of pay at which the holiday was earned.

Holidays at the Division of Communications will be scheduled off on a timely basis as near as possible to the actual holiday but not so as to jeopardize the minimum manning in the Communication Center.

2. Employees at the Division of Communications who have worked a recognized holiday and who cannot be scheduled for time off within thirty (30) days of such holiday may elect to be paid for the holiday.

3. For the purposes of calculating monetary compensation for holidays worked and time off in lieu of holidays worked, a holiday shall equal 8 hours.

C. Overtime:

1. Employees may elect to receive either compensatory time or monetary compensation for overtime, however, it is understood that said employees can use no more than 30 hours of compensatory time in each year of the contract.

2. Training: When an employee is schedule for training on their off days, they shall receive a minimum of two (2) hours compensation at straight time or time and a half for actual hours worked, whichever is greater.

D. Failure to Respond: For each year, employees of Public Safety Services shall have one (1) right of first refusal for the period of January to June and one (1) right of first refusal for the period of July to December for mandatory overtime in non-emergency situations while on duty (as "emergency" is defined under the contract). Said right of first refusal shall not carry into a succeeding period.

E. Standby/Beeper/Cell Phone:

1. For Public Safety Telecommunicators, stand-by time shall be for emergencies from Friday, 4:00 PM to Sunday, 12:00 midnight. Stand-by and assignment will be on a seniority basis.

2. Stand-by Beeper, as outlined in Par. C. of Article VII (Overtime), shall not apply to the Radio Technicians or Public Safety Information Technology Group. However, if said employees are called in to a work location, they shall receive a minimum of two (2) hours straight time or one and a half times for time actually worked, whichever is greater.

3. Additionally, Public Safety Telecommunicators qualified to operate the Field Communications Unit shall be given a beeper without compensation for the sole purpose of a communication device to improve response time.

F. Shift Switch policy: With the approval of the dept. head or Chief PST, if an employee is denied a vacation day, s/he may secure a substitute who has the essential skills needed to work the position. If, however, the substitute fails to appear (FTA) for work or calls out sick for the shift s/he has agreed to serve as a substitute, s/he shall be precluded from participating in the Shift Switch policy for a year from the date of the FTA.

G. Shift Bidding: shall be done once a year for all employees around November 15th for implementation the following calendar year. (Employees shall be able to continue to bid upon vacancies posted by management throughout the year.) For Employees who voluntarily change shifts, such employees may lose their vacation bid; however, employees who are involuntarily transferred shall not lose their vacation bid.

H. Discipline: Central Communications shall administer minor discipline in 8-hour increments. Suspended employees shall not be eligible for any leave time. In the event a suspended employee calls out sick for the remainder of the shift all time shall be considered as sick leave and said employee shall serve the suspension day on another day.

I. Work Clothing:

1. Effective 2008, the County will provide eligible employees with a two hundred and fifty dollar (\$250) accountable uniform and maintenance allowance for the duration

of this agreement to be used toward the purchase of shirts, pants, shoes, sweatshirt and sweater. To be eligible for such allowance, an employee must have been hired on or before January 1 in the year in which the allowance is being provided. Employees hired on or after January 1 shall receive a pro-rated allowance. Employees who leave the employ of the County during the calendar year in which the allowance was paid shall reimburse the County on a pro-rata basis. All employees who are required to wear uniforms may be subject to disciplinary action for non-compliance.

2. Effective 2008, for employees in the radio technician title series, the County shall furnish an initial issue as outlined in Article XXIX (Work Clothing). In subsequent years, eligible employees will receive the annual clothing maintenance allowance.

J. Radio Technicians

1. Beeper Duty: Beeper duty will be assigned to the employees on weekdays, Monday through Thursday, from 5:00 PM through 8:00 AM and on weekends, from 5:00 PM on Friday through 8:00 AM on Monday. The beeper duty will be rotated weekly so that each employee will carry the beeper at least one week per month. The employee assigned the weekly beeper duty shall receive one (1) compensatory day off for carrying the beeper.

Radio technicians shall not request the use of leave benefit time during the weeks they are scheduled for rotating beeper duty. To ensure sufficient coverage, management will monitor requests for time off so that there is ample coverage during the workweek. Employees must use the compensatory day that they earn for serving on beeper duty within 30 days of the date of earning such.

Radio technicians shall receive the call-in compensation provided for under Art. VII, Par. B of the collective bargaining agreement when they are called in to work.

2. Overtime: Employees assigned to the Public Safety Application group at the Public Safety Services Center shall be entitled to overtime when they perform work in response to calls after hours when the cumulative total for such time worked is 8 minutes or greater in a workweek. Employees shall maintain accurate time records indicating the date and time they were called, the identity of both the caller and the party with the problem, the nature of the problem and the length of time it took to address the problem, and any other information required by their department head. Employees shall also be entitled to a reasonable amount of administrative time for keeping such records. Overtime shall be paid according to this schedule:

8 to 22 minutes = $\frac{1}{4}$ hour of pay
23 to 37 minutes = $\frac{1}{2}$ hour of pay
38 to 52 minutes = $\frac{3}{4}$ hour of pay
53 to 67 minutes = 1 hour of pay, etc.

Employees shall be paid straight time, if they have not met the 40 hour workweek threshold as outlined in Par. A.3. of Article VII (Overtime) of the agreement, when they perform

work in response to calls after hours when the cumulative total for such time worked is 10 minutes or greater in a workweek.

ARTICLE XLI RESOURCE CONSERVATION:

A. Work Clothing: Parks Maintenance

1. The County shall furnish initial issue as outlined in Article XXIX (Work Clothing), for employees in the Maintenance Repairer and Building Maintenance Worker title series. Employees previously furnished with a coat in 2005 or 2006 will not receive another coat. Thereafter, eligible employees shall receive an annual clothing allowance as outlined in that Article.

2. Effective 2008, the County shall provide an annual \$100 boot allowance for work boots prior to April 1 of each year of this agreement. The type of boot shall be at the sole discretion of the County.

B. Work Clothing: Park Rangers

Guidelines for Rangers' appearance are as outlined in Article XXIX (Work Clothing) and Standards for County Park Rangers Memorandum dated February 16, 2007. The County reserves its right to provide employees with less than the full initial issue of work clothing until a new employee has successfully completed his/her probationary period in accordance with Article XXIX (Work Clothing).

Prescribed Uniform Articles:

b.	Three season jacket w/ liner	(1)
c.	Rain coat	(1)
d.	Button down uniform shirts, s/s or l/s	(4)
f.	Polo shirts, s/s or l/s	(4)
h.	Pairs of cargo pants	(4)
k.	Leather belt	(1)
l.	Pullover sweater	(1)
m.	Cold weather hat or cap	(1)
n.	Ball cap	(2)
o.	Nameplate	(2)

Prescribed Equipment

a.	Utility Belt	(1)
b.	First Aid Kit	(1)
c.	Flashlight w/ case	(1)
d.	Glove case w/ disposable gloves	(1)
e.	Mobile phone case	(1)

Effective 2013, eligible employees shall receive a \$375 allowance which employees may use toward the purchase of boots or clothing.

C. Working Conditions: Park Rangers:

1. Work Schedules: All Rangers will be assigned a work schedule that permits every third weekend off, and the same fixed day off every week. Management will try to post the schedule for at least 12 weeks in advance.

2. Work Shifts: A maximum of two Rangers will work the early shift while a maximum of three Rangers will work the late shift in each unit. The early shift will begin at 6:00 AM and conclude at 2:30 PM with a half hour lunch. The late shifts will begin between 12:00 PM to 2:00 PM and conclude between 8:30 PM and 10:30 PM (with a half hour lunch), which shall be altered to account for seasonal adjustments of sunset times.

3. Holidays: The terms of Article VIII (Holidays) shall apply. For employees who are scheduled off on a holiday, they shall receive a holiday on the books. However, for employees who work a holiday, they shall earn holiday pay at straight time in addition to being paid for the day.

4. Overtime: Overtime shall be consistent with Article VII (Overtime) of this agreement, and the Parks Division shall prepare a rotating, voluntary overtime list which shall be based upon assigned unit (with the understanding that if no Ranger in one unit wants the OT, it will be offered to Rangers of the other unit).

D. Overtime: Parks Maintenance:

For the Maintenance crew, the Parks Division will create three month, voluntary foreseeable overtime rosters (May through July; August through October). The voluntary foreseeable overtime roster shall be used primarily to ensure coverage for Parks events that occur on weekends, whether at the Amphitheatre or elsewhere (excluding major events such as Earth Fair where all employees will be needed). Employees will be permitted to sign up for each three month blocks around early March (for May to July) and late June (for August to October). The Parks Division will, in order of employees' seniority, schedule overtime for all planned events during each period. To make the overtime opportunities attractive, the Division will permit employees to swap voluntary overtime on an occasional basis subject to adequate notice and approval by the Coordinator of Maintenance Services. (The onus to find a substitute will be upon the employee scheduled to work the overtime.) Also, the Division will designate a lead worker (best qualified employee taking into account seniority) when no senior maintenance repairer is scheduled.

For the remaining overtime opportunities, due to unforeseeable events (such as unexpected illness among scheduled OT volunteers) or emergencies, the Division will develop a rotating, mandatory overtime roster that will be based upon inverse seniority. Per Art. VII, Par. A.6. of the collective bargaining agreement, employees will be given one right of first refusal and the MOT list will be administered in accordance with the contract.

ARTICLE XLII SOLID WASTE MANAGEMENT:

A. Work Clothing:

1. The County shall continue its practice of renting eleven sets of work clothing plus two jackets for employees in the following title series: Mechanic Supervisor/ Reclamation Center, Resource Recovery Utilities Operator, Hazardous Waste Operations Technician, Heavy Equipment Operator (Landfill), and Laborer.

2. Effective January 1, 2011, the County shall provide eligible employees with a \$200 annual work boot allowance. The type of boot shall be at the sole discretion of the County.

B. Working Conditions:

1. Work Schedules/ Hours of Operation:

a. Hazardous Waste: Tuesday to Saturday, 7:00 AM to 3:30 PM, (with Sundays and Mondays off).

b. Landfill/ Scale House: Monday to Friday, 7:00 AM to 3:30 PM or 9:30 AM to 6:00 PM; Saturday 7:00 AM to 3:00 PM (with no lunch break).

2. Holidays:

a. The Resource Recovery Complex shall continue to remain closed on New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas.

b. The terms of Article VIII (Holidays) shall apply. For employees who are scheduled off on a holiday, they shall receive a holiday on the books. However, for employees who work a holiday, they shall earn holiday pay at straight time in addition to being paid for the day.

c. For employees assigned to the Hazardous Waste section only, for holidays above that fall on a Monday, employees will be scheduled off for the following day (Tuesday).

3. Employees of Solid Waste not covered by the specific provisions of Paragraph E.1 or E.2 of this article shall have work schedules and holidays consistent with Articles VI (Work Schedules) and VIII (Holidays), respectively.

ARTICLE XLIII SAVING CLAUSE:

In the event any Article, Section or Portion of this agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or Portion thereof specifically specified in the Court's decision; and upon issuance of such conter on the invalidated Article, Section or Portion thereof.

ARTICLE XLIV COMPLETE AGREEMENT:

The County and the Union acknowledge this to be their complete Agreement and that this Agreement incorporates the entire understanding by the parties on all negotiable issues whether or not discussed.

ARTICLE XLV EFFECTIVE DATES OF AGREEMENT:

A. Duration and Effect

This Agreement shall be effective as of the date of signing herein by all of the parties hereto, and shall remain in full force and effect through December 31, 2013. It is agreed to and understood by and between the parties hereto, that, unless specifically referred to as being retroactive all terms and provisions of this Agreement are not retroactive to January 1, 2011, and shall assume full force and effect beginning only on the date of the signing of this Agreement and continuing thereon to expiration of this Agreement.

B. Renewal

This Agreement shall automatically renew itself on January 1, 2014 and continue from that point, on a year to year basis, unless one or more of the parties hereto shall notify the other parties hereto in writing, at least ninety (90) calendar days prior to the scheduled expiration date of this Agreement. In the event that such notice is given, negotiations for a new Agreement shall begin not later than sixty (60) days prior to the scheduled expiration date of this Agreement.

The parties agree to commence negotiations for a successor agreement to take effect January 1, 2014 no later than May 15, 2013.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their Director, Chairperson, Local President and other authorized representatives, respectively, attested by their Clerk and secretaries and their seals to be affixed this 21st day of May, 2013.

BOARD OF CHOSEN FREEHOLDERS
THE COUNTY OF BURLINGTON, NJ

Joseph B. Donnelly, Freeholder Director

Paul Drayton, Jr., County Administrator

BURLINGTON COUNTY
LIBRARY COMMISSION

Ralph Shrom, Chairman

COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO

Adam Lientag, President, Local 1036

Anthony C. Tallarico, Asst. to the
President, Local 1036

Ruth L. Barrett, CWA Int'l Rep.

CWA NEGOTIATING COMMITTEE:

Shawn Brandt

Shawn Brandt, Highway

Irene Cozens

Irene Cozens, County Clerk's Office

Winnie Davies

Winnie Davies, Library

Domenick Dileo

Domenick Dileo, Juvenile Detention

Dallas Estep

Dallas Estep, IT & County Adm. Bldg.

Howard Roun

Howard Roun, Health

Timothy Smith

Timothy Smith, Buildings & Grounds

Bonnie Taylor

Bonnie Taylor, Public Safety

Michael Wargo

Michael Wargo, Engineering

SIDE LETTERS OF AGREEMENT:

SIDE LETTER #1: Promotional Opportunities

The County and the union shall meet in the summers of 2008 and 2010 to review and evaluate promotional opportunities in various departments.

SIDE LETTER #2: County Corner Store

The County and the union shall meet to discuss the possibility of employees assigned to the County Clerk's mall store to rotate non-major holidays.

Exhibit A: 40-HOUR TITLES

<u>TITLE</u>	<u>RANGE</u>
ACCOUNTING ASSISTANT	13
ADMINISTRATIVE ANALYST	23
ADMINISTRATIVE SUPERVISOR OF NURSING	35
AGRICULTURAL RESOURCE SPECIALIST 2	27
AGRICULTURAL RESOURCE SPECIALIST 3	23
ALCOHOLISM COUNSELOR	19
ANALYST GRANT APPLICATIONS	25
ANIMAL ATTENDANT	08
ANIMAL ATTENDANT/ADOPTION ADVOCATE	10
ASSISTANT ADMINISTRATIVE ANALYST	21
ASSISTANT BUYER	15
ASSISTANT DISTRICT RECYLING COORD	15
ASSISTANT ENGINEER	31
ASSISTANT ENGINEER, BRIDGE	31
ASSISTANT ENGINEER CIVIL	31
ASSISTANT FOOD SERVICE MANAGER	18
ASSISTANT HEAD NURSE	29
ASSISTANT NUTRITION PROGRAM COORD. (WIC)	30
ASSISTANT PLANNER	21
ASSISTANT PROGRAM ANALYST	21
ASSISTANT PROGRAM COORDINATOR AGING	11
ASSISTANT PUBLIC INFORMATION OFFICER	21
ASSISTANT STOREKEEPER	08
ASSISTANT SUPT OF WEIGHT/MEASURES	17
ASSISTANT SUPERVISOR FOOD SERVICE	12
ASSISTANT SUPERVISOR OF NURSES	33
ASSISTANT SUPERVISOR TRAFFIC MAINTENANCE	19
ASSISTANT TRAFFIC ENGINEER	34
ASSISTANT YOUTH OPPORTUNITY COORDINATOR	25

<u>TITLE</u>	<u>RANGE</u>
BOILER OPERATOR/MAINTENANCE REPAIRER	15
BRIDGE ATTENDANT	04
BRIDGE OPERATOR	05
BRIDGE REPAIRER	11
BUILDING MAINTENANCE WORKER	04
BUYER	16
CHIEF LOAN ADVISOR	24
CLINICAL DIETITIAN	35
COMPUTER SERVICE TECHNICIAN	24
COMPUTER SERVICE TECHNICIAN TRAINEE	16
COMPUTER OPERATOR	11
COMPUTER OPERATOR TRAINEE	07
COOK	11
COORDINATOR COMMUNITY HEALTH SERVICES	36
COORDINATOR HEALTH PROJECTS 3	30
COORDINATOR OF MAINTENANCE SERVICES	27
COORDINATOR OF VOLUNTEERS	16
COST ESTIMATOR PROPERTY IMPROVEMENT	15
COUNTY PARK RANGER	16
DATA PROCESSING PROGRAMMER	24
DATA PROCESSING PROGRAMMER TRAINEE	16
DATA PROCESSING SYSTEMS PROGRAMMER	30
DELIVERY WORKER	05
DIETICIAN	22
DRAFTING TECHNICIAN/ PUBLIC WORKS INSPECTOR	26
ECONOMIC DEVELOPMENT REPRESENTATIVE 4	22
ELECTRONIC SYSTEMS TECHNICIAN	14
EMERGENCY MANAGEMENT PLANNER	28
EMPLOYMENT COUNSELOR	24
EMPLOYMENT SPECIALIST	21
ENGINEERING AIDE	10

<u>TITLE</u>	<u>RANGE</u>
ENTOMOLOGIST-MEC	24
ENVIRONMENTAL HEALTH SPECIALIST	24
EQUIPMENT OPERATOR	14
EQUIPMENT OPERATOR/INSPECTOR ME	14
FIELD REPRESENTATIVE - DISEASE CONTROL	21
FIELD REPRESENTATIVE - CO. BRD. OF TAXATION	15
FIELD REPRESENTATIVE - HEALTH EDUCATION	22
FIELD REPRESENTATIVE - SR. CITIZEN PROGRAM	15
FISCAL OFFICER	35
FOOD SERVICE WORKER	04
FORENSIC CHEMIST	22
FORENSIC SCIENTIST 2	30
GEOGRAPHIC INFORMATION SYSTEMS SPECIALIST 1	32
GEOGRAPHIC INFORMATION SYSTEMS SPECIALIST 2	28
GEOGRAPHIC INFORMATION SYSTEMS SPECIALIST 3	25
GEOGRAPHIC INFORMATION SYSTEMS TRAINEE	16
GROUNDSKEEPER/MAINTENANCE REPAIRER	14
HAZARDOUS WASTE OPERATOR/TRAINEE	18
HAZARDOUS WASTE OPERATIONS SUPERVISOR	30
HAZARDOUS WASTE OPERATIONS TECHNICIAN	27
HEAD COOK	21
HEAD HOUSEKEEPER	15
HEAD NURSE	32
HEALTH EDUCATOR	28
HEATING & AIR CONDITIONING MECHANIC	19
HEAVY EQUIPMENT OPERATOR	17
HEAVY EQUIPMENT OPERATOR/INSPECTOR-ME	17
HORTICULTURIST	24
HOSPITAL ATTENDANT	09
HOSPITAL UTILIZATION REVIEW COORD.	33
HOUSING ASSISTANCE TECHNICIAN	14

<u>TITLE</u>	<u>RANGE</u>
HOUSING INSPECTOR	15
INFECTION CONTROL COORDINATOR	23
INSPECTOR-ME	11
INSPECTOR TRAINEE ME	09
INSTITUTIONAL ATTENDANT	09
INSTRUCTOR IN SERVICE NURSING	33
INTERVIEWER VETERANS SERVICE BUREAU	11
INTERVIEWER VETERANS SERVICE BUREAU/BILINGUAL	11 +
INVESTIGATOR COMMUNICABLE DISEASE	15
INVESTIGATOR CONSUMER PROTECTION	15
INVESTIGATOR COUNTY MEDICAL EXAMINER	23
JUVENILE DETENTION OFFICER	16
LABORER	08
LAND SURVEYOR	32
LOAN ADVISOR	20
MAIL CLERK	05
MAINTENANCE REPAIRER	14
MASON	17
MASON'S HELPER	09
MECHANIC	19
MECHANIC DIESEL/HYDRAULICS	21
MECHANIC-DIESEL	19
MECHANICS HELPER	11
MECHANIC/SUPERVISOR RECLAMATION PLANT	25
MENTAL HEALTH WORKER	22
MORGUE ATTENDANT	14
MUSEUM ATTENDANT	14
NARCOTICS CLINIC AIDE	09
NARCOTICS CLINIC SUPERVISOR (CDAC)	20
NARCOTICS COORDINATOR	22
NURSE PRACTITIONER	36

<u>TITLE</u>	<u>RANGE</u>
OMNIBUS OPERATOR	07
PAINTER	16
PATIENT ACTIVITIES COORDINATOR	21
PLANNING AIDE	15
PLUMBER	14
PRACTICAL NURSE	21
PRINCIPAL ALCOHOLISM COUNSELOR	23
PRINCIPAL ENGINEERING AIDE	26
PRINCIPAL ENGINEERING AIDE/SIGNAL SYS.TECH.2	26
PRINCIPAL ENGINEERING AIDE/TRAFFIC ANALYST	26
PRINCIPAL ENVIRONMENTAL HEALTH SPECIALIST	30
PRINCIPAL ENVIRONMENTAL SPEC., WATER RESOURCES	36
PRINCIPAL FORENSIC SCIENTIST	30
PRINCIPAL MAIL CLERK	10
PRINCIPAL PLANNER	30
PRINCIPAL PLANNER SOLID WASTE MANAGEMENT	30
PRINCIPAL PLANNING AIDE	23
PRINCIPAL SANITARY INSPECTOR	31
PRINCIPAL YOUTH GROUP WORKER	27
PRINTING MACHINE OPERATOR 1	07
PRINTING MACHINE OPERATOR 2	11
PRINTING MACHINE OPERATOR 3	16
PRINTING MACHINE OPERATOR 4	20
PROGRAM ANALYST	23
PROGRAM COORDINATOR, AGING	25
PROGRAM COORDINATOR MENTAL HEALTH	25
PROGRAM COORDINATOR, SPECIAL EVENTS	25
PROGRAM DEVELOPMENT SPECIALIST COMMUNITY SERV.	21
PROGRAM DEVELOPMENT SPECIALIST, C&H AFFAIRS	21
PROGRAM DEVELOPMENT SPECIALIST HOUSING	21
PROGRAM DEVELOPMENT SPECIALIST YOUTH SERVICES	21

<u>TITLE</u>	<u>RANGE</u>
PROGRAM MONITOR	21
PROGRAM NUTRITIONIST	22
PSYCHIATRIC AIDE	11
PUBLIC HEALTH INVESTIGATOR	15
PUBLIC HEALTH NURSE	32
PUBLIC HEALTH PLANNER	28
PUBLIC HEALTH PRACTICE STANDARDS PART. COORD.	30
PUBLIC SAFETY TELECOMMUNICATOR	20
PUBLIC SAFETY TELECOMMUNICATOR TRAINEE	15
PUBLIC WORKS INSPECTOR	26
QUALITY ASSURANCE SPECIALIST HEALTH SERVICES	33
RADIO DISPATCHER	06
RADIO TECHNICIAN	30
RANGE MASTER	24
RECORDS MANAGER	29
RECORDS RETRIEVAL OPERATOR	14
RECREATION AIDE	06
RECREATION SUPERVISOR	21
RECREATION THERAPY AIDE	09
REFRIGERATION MECHANIC	19
RESEARCH ASSISTANT	23
RESIDENTIAL SERVICES WORKER	04
RESOURCE RECOVERY UTILITIES OPERATOR LEVEL 1	20
RESOURCE RECOVERY UTILITIES OPERATOR LEVEL 2	27
RESOURCE RECOVERY UTILITIES OPERATOR LEVEL 3	30
ROAD INSPECTOR	22
SANITARY INSPECTOR	23
SANITARY INSPECTOR TRAINEE	16
SEAMSTRESS	04
SECRETARIAL ASSISTANT	14
SECRETARIAL ASSISTANT, TYPING	14 +

<u>TITLE</u>	<u>RANGE</u>
SECRETARIAL ASSISTANT, TRANSCRIBING	14 +
SECRETARIAL ASSISTANT, STENOGRAPHY	14 +
SECURITY GUARD	04
SENIOR ADMINISTRATIVE ANALYST	28
SENIOR ALCOHOLISM COUNSELOR	21
SENIOR ANIMAL ATTENDANT	13
SENIOR BRIDGE REPAIRER	14
SENIOR BUILDING MAINTENANCE WORKER	08
SENIOR BUYER	23
SENIOR CITIZEN PROGRAM AIDE	05
SENIOR COMPUTER OPERATOR	18
SENIOR COMPUTER SERVICE TECHNICIAN	31
SENIOR COOK	13
SENIOR COST ESTIMATOR PROPERTY IMPROVEMENT	19
SENIOR DATA PROCESSING PROGRAMMER	30
SENIOR DATA PROCESSING SYSTEMS PROGRAMMER	36
SENIOR DIETICIAN	26
SENIOR EMERGENCY MEDICAL TECH. INSTRUCTOR	18
SENIOR EMPLOYMENT SPECIALIST	23
SENIOR ENGINEER	34
SENIOR ENGINEER CIVIL	34
SENIOR ENGINEER HIGHWAY	34
SENIOR ENGINEER TRAFFIC	34
SENIOR ENGINEERING AIDE	12
SENIOR ENVIRONMENTAL HEALTH SPECIALIST	27
SENIOR FIELD REPRESENTATIVE DISEASE CONTROL	23
SENIOR FIRE INSTRUCTOR	20
SENIOR FOOD SERVICE WORKER	08
SENIOR FORENSIC CHEMIST	26
SENIOR GROUNDSKEEPER	16
SENIOR HOSPITAL ATTENDANT	11

<u>TITLE</u>	<u>RANGE</u>
SENIOR HOUSEKEEPER	08
SENIOR HOUSING ASSISTANT TECHNICIAN	16
SENIOR HOUSING INSPECTOR	19
SENIOR INSPECTOR ME	15
SENIOR INVESTIGATOR CONSUMER PROTECTION	17
SENIOR JUVENILE DETENTION OFFICER	19
SENIOR LOAN ADVISOR	23
SENIOR MAIL CLERK	08
SENIOR MAINTENANCE REPAIRER	16
SENIOR MAINTENANCE REPAIRER/ELECTRICIAN	16
SENIOR PLANNER	26
SENIOR PLANNER SOLID WASTE MANAGEMENT	27
SENIOR PLANNING AIDE	19
SENIOR PRACTICAL NURSE	23
SENIOR PROGRAM ANALYST	28
SENIOR PUBLIC HEALTH INVESTIGATOR	17
SENIOR PUBLIC HEALTH NURSE	33
SENIOR PUBLIC SAFETY TELECOMMUNICATOR	27
SENIOR PUBLIC WORKS INSPECTOR	27
SENIOR RADIO DISPATCHER	12
SENIOR RADIO TECHNICIAN	33
SENIOR RECORDS RETRIEVAL OPERATOR	16
SENIOR RESEARCH ASSISTANT	28
SENIOR ROAD INSPECTOR	26
SENIOR SANITARY INSPECTOR	27
SENIOR SANITATION INSPECTOR	18
SENIOR SECURITY GUARD	07
SENIOR SITE MANAGER	12
SENIOR SOCIAL WORKER INSTITUTIONS	25
SENIOR SOCIAL WORKER NURSING HOME	25
SENIOR STOREKEEPER	12

<u>TITLE</u>	<u>RANGE</u>
SENIOR TECHNICAL ASSISTANT/MIS	29
SENIOR TRAFFIC MAINTENANCE WORKER	15
SENIOR TRAFFIC SIGNAL ELECTRICIAN	18
SENIOR TREE CLIMBER	17
SENIOR WETLANDS SPECIALIST-MOSQUITO EXT.	27
SIGN MAKER 4	22
SITE MANAGER NUTRITION PROGRAM	10
SOCIAL WORKER	23
SOCIAL WORKER AGING	23
SOCIAL WORKER INSTITUTIONS	23
SOCIAL WORKER JUVENILE REHABILITATION	23
SOCIAL WORKER NURSING HOME	23
SOCIAL WORKER TRAINEE	11
SPECIFICATION WRITER PURCHASING	28
STOCK HANDLER	05
STOREKEEPER	10
SUPERVISING ALCOHOLISM COUNSELOR	27
SUPERVISING ANIMAL ATTENDANT	21
SUPERVISING COMPUTER OPERATOR	22
SUPERVISING ENGINEERING AIDE	31
SUPERVISING ENVIRONMENTAL HEALTH SPECIALIST	33
SUPERVISING GROUNDSKEEPER	20
SUPERVISING HEATING & AIR CONDITIONING MECH.	25
SUPERVISING INVESTIGATOR CONSUMER PROTECTION	20
SUPERVISING JUVENILE DETENTION OFFICER	23
SUPERVISING MAINTENANCE REPAIRER	24
SUPERVISING ROAD INSPECTOR	28
SUPERVISING SECURITY GUARD	12
SUPERVISING YOUTH GROUP WORKER	31
SUPERVISOR BUILDING SERVICE	15
SUPERVISOR CENTRAL MAILING ROOM	12

<u>TITLE</u>	<u>RANGE</u>
SUPERVISOR FOOD SERVICE	15
SUPERVISOR OF RECREATION	14
SUPERVISOR TRAFFIC MAINTENANCE	22
SYSTEMS ANALYST	35
TEACHER	24
TECHNICAL ASSISTANT, LABOR	13
TECHNICAL ASSISTANT MANAGEMENT INFO. SYSTEMS	25
TECHNICIAN, MANAGEMENT INFORMATION SYSTEMS	28
TIRE SERVICE REPAIRER	11
TRAFFIC MAINTENANCE WORKER	11
TRAFFIC SAFETY COORDINATOR	26
TRAFFIC SIGNAL ELECTRICIAN	14
TREE CLIMBER	11
TREE TRIMMER	09
TRUCK DRIVER	12
WEIGHMASTER	16
WEIGHTS AND MEASURES APPRENTICE	09
WELDER	17
WETLANDS SPECIALIST-MOSQUITO EXT.	22
WORK RELEASE ADMINISTRATOR	23
YOUTH GROUP WORKER	23
YOUTH OPPORTUNITY COORDINATOR	28

+ an individual who begins employment with the County in a title with a bi-lingual, stenography, transcribing or typist variant, will receive a one-time additional \$250 to their starting base salary upon successful completion of a Department of Personnel approved aptitude test for the variant.

Exhibit B: 35 HOUR POSITIONS (Eff. 1/1/2008)

<u>TITLE</u>	<u>RANGE</u>
ACCOUNT CLERK	05
ACCOUNT CLERK-TYPING	05 +
CLERK	04
CLERK BI-LINGUAL	04 +
CLERK STENOGRAPHER	05 +
CLERK TRANSCRIBER	05 +
CLERK TYPIST	04 +
CLINIC ATTENDANT	09
CLINIC ATTENDANT BI-LINGUAL	10
DATA CONTROL CLERK	05
DATA CONTROL CLERK (JAIL)	10
DATA CONTROL CLERK-TYPING	05 +
DELIVERY WORKER, AGING	04
EMPLOYMENT SERVICES AIDE	07
EMPLOYMENT TEST MONITOR	05
HEAD AUDIT ACCOUNT CLERK	17
MEDICAL RECORD CLERK	05
MEDICAL RECORD CLERK TYPING	05 +
PAYROLL CLERK	05
PAYROLL CLERK TYPING	05 +
PERSONNEL CLERK	05
PRINCIPAL ACCOUNT CLERK	10
PRINCIPAL ACCOUNT CLERK TYPING	10 +
PRINCIPAL CLERK	09
PRINCIPAL CLERK BI-LINGUAL	09 +
PRINCIPAL CLERK STENOGRAPHER	10 +
PRINCIPAL CLERK TRANSCRIBER	10 +
PRINCIPAL CLERK TYPIST	09 +
PRINCIPAL DATA CONTROL CLERK	10

<u>TITLE</u>	<u>RANGE</u>
PRINCIPAL DATA CONTROL CLERK TYPING	10 +
PRINCIPAL DATA ENTRY MACHINE OPER.	10
PRINCIPAL MEDICAL RECORDS CLERK	
TYPING	10 +
PRINCIPAL PAYROLL CLERK	10
PRINCIPAL PAYROLL CLERK/TYPING	10 +
PRINCIPAL PERSONNEL CLERK	10
PRINCIPAL PURCHASING ASSISTANT/	
TYPING	10 +
PRINCIPAL TELEPHONE OPERATOR	09
PRINCIPAL TIMEKEEPER	10
PROBATE CLERK TYPING	05 +
PURCHASING ASSISTANT/TYPING	05 +
SENIOR ACCOUNT CLERK	08
SENIOR ACCOUNT CLERK TYPING	08 +
SENIOR CITIZEN PROGRAM AIDE, AGING	04
SENIOR CLERK	07
SENIOR CLERK BI-LINGUAL	07 +
SENIOR CLERK STENOGRAPHER	08 +
SENIOR CLERK TRANSCRIBER	08 +
SENIOR CLERK TYPIST	07 +
SENIOR DATA CONTROL CLERK	08
SENIOR DATA CONTROL CLERK (JAIL)	13
SENIOR DATA CONTROL CLERK/TYPING	08 +
SENIOR MEDICAL RECORDS CLERK TYPING	08 +
SENIOR PAYROLL CLERK	08
SENIOR PAYROLL CLERK/TYPING	08 +
SENIOR PERSONNEL CLERK	08
SENIOR PROBATE CLERK TYPING	08 +
SENIOR PURCHASING ASSISTANT/TYPING	08 +

<u>TITLE</u>	<u>RANGE</u>
SENIOR TELEPHONE OPERATOR	07
SENIOR TELEPHONE OPERATOR TYPING	07 +
SENIOR TIMEKEEPER	08
SENIOR TIMEKEEPER TYPING	08 +
SUPERVISING ACCOUNT CLERK	13
SUPERVISING ACCOUNT CLERK TYPING	13 +
SUPERVISING CLERK	12
SUPERVISING CLERK BI-LINGUAL	12 +
SUPERVISING CLERK STENOGRAPHER	13 +
SUPERVISING CLERK TRANSCRIBER	13 +
SUPERVISING CLERK TYPING	12 +
SUPERVISING DATA CONTROL CLERK	13
SUPERVISING DATA CONTROL CLERK TYPING	13 +
SUPERVISING PAYROLL CLERK	13
SUPERVISING PAYROLL CLERK TYPING	13 +
SUPERVISING PERSONNEL CLERK	13
SUPERVISING TELEPHONE OPERATOR	12
TELEPHONE OPERATOR	04
TELEPHONE OPERATOR TYPING	04 +
TIMEKEEPER	05
TIMEKEEPER TYPING	05 +
WARD CLERK	05
WARD-CLERK TYPING	05 +

+ an individual who begins employment with the County in a title with a bi-lingual, stenography, transcribing or typist variant, will receive a one-time additional \$250 to their starting base salary upon successful completion of a Department of Personnel approved aptitude test for the variant.

Exhibit C: LIBRARY POSITIONS

<u>TITLE</u>	<u>RANGE</u>
COORDINATOR COMMUNITY LIBRARY PROGRAM	21
BUSINESS MANAGER	25
LIBRARIAN	27
LIBRARIAN CHILDREN'S	27
LIBRARIAN REFERENCE	27
LIBRARIAN TECHNICAL SERVICES	27
LIBRARY ASSISTANT	04 *
LIBRARY ASSOCIATE	21
LIBRARY CLERK DRIVER	07 *
MANAGEMENT SPECIALIST/SUPERVISING LIBRARY ASSISTANT	28
PRINCIPAL LIBRARIAN	29
PRINCIPAL LIBRARIAN CHILDREN	29
PRINCIPAL LIBRARIAN REFERENCE	29
PRINCIPAL LIBRARIAN TECHNICAL SERVICES	29
PRINCIPAL LIBRARY ASSISTANT	09 *
PRINCIPAL TECHNICIAN MIS	35
SENIOR LIBRARIAN	28
SENIOR LIBRARIAN CHILDREN	28
SENIOR LIBRARIAN REFERENCE	28
SENIOR LIBRARIAN TECHNICAL SERVICES	28

<u>TITLE</u>	<u>RANGE</u>
SENIOR LIBRARY ASSISTANT	07 *
SENIOR LIBRARY CLERK DRIVER	08 *
SUPERVISING LIBRARIAN	30
SUPERVISING LIBRARIAN CHILDREN'S	30
SUPERVISING LIBRARIAN REFERENCE	30
SUPERVISING LIBRARIAN TECHNICAL SERVICES	30
SUPERVISING LIBRARIAN/SYSTEMS ANALYST	31
SUPERVISING LIBRARY ASSISTANT	12 *

* denotes thirty-five (35) hours per week

Exhibit D: INACTIVE TITLES:

<u>TITLE</u>	<u>RANGE</u>
ADMITTING CLERK	05
ARMORER	10
ART THERAPIST	18
ASSISTANT LAUNDRY MANAGER	09
ASSISTANT LIBRARIAN	22
ASSISTANT MANAGER MOBILE MEALS PROGRAM	13
BIOLOGIST	18
BOILER OPERATOR	11
BUILDING SERVICE WORKER (series)	03
CARPENTER	10
CHIEF FIRE INSTRUCTOR	16
CONTROL ROOM OPERATOR/ RECLAMATION CENTER	23
COUNSELOR (series)	19
DATA PROCESSING TECHNICIAN	16
DEPUTY WORK RELEASE ADMINISTRATOR	10
EMPLOYMENT SERVICES SPECIALIST	21
EXHIBIT ARTIST	09
FIRE PROTECTION INSPECTOR	29
GARAGE ATTENDANT (series)	03
GRADUATE NURSE	16
HEALTH AIDE/ BILINGUAL	04
INSPECTOR	26
JOB DEVELOPER (series)	13
LAUNDRY MANAGER	13
LAUNDRY WORKER (series)	04
LIBRARY ASSISTANT TYPING	04
LOAN ADVISOR PROPERTY IMPROVEMENT	19
MECHANIC DIESEL – MEC	18
MICROFILM MACHINE OPERATOR	04
MICROFILM SYSTEMS SUPERVISOR	11
NURSE COORDINATOR PSYCHIATRIC THERAPY	34
OCCUPATIONAL THERAPIST	26
PHYSICAL THERAPY AIDE	09
PRINCIPAL ENGINEERING CLERK	12
PRINCIPAL MICROFILM MACHINE OPERATOR	09
PROBATE ASSISTANT	06
PROJECT DIRECTOR NUTRITION	16
PROGRAM SPECIALIST ALCOHOL ABUSE ACTIVITIES	11

<u>TITLE</u>	<u>RANGE</u>
PSYCHIATRIC SOCIAL WORKER	26
PSYCHIATRIC TECHNICIAN	08
PUBLIC HEALTH NUTRITIONIST	24
QUALITY ASSURANCE COORD. HEALTH FACILITY	33
RECREATION THERAPIST (series)	09
RECEPTIONIST/ TELEPHONE OPERATOR	03
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TRAINING OFFICER, JUVENILE DETENTION	21
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